

TROY CITY COUNCIL

ROLL CALL

February 2, 2012

Public Hearing

CALL TO ORDER\_\_\_\_\_

	PRESENT	ABSENT
Council Member K. McGrath	_____	_____
Council Member M. McGrath	_____	_____
Council Member Bodnar	_____	_____
Council Member Doherty	_____	_____
Council Member Zalewski	_____	_____
Council Member Galuski	_____	_____
Council Member Nichols	_____	_____
Council Member Wiltshire	_____	_____
Council President Kopka	_____	_____

Members Present\_\_\_\_\_

Members Absent\_\_\_\_\_

Motion to adjourn by\_\_\_\_\_

Meeting adjourned\_\_\_\_\_

**TROY CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**February 2, 2012**  
**7:00 P.M.**

Pledge of Allegiance  
Roll Call  
Good News Agenda  
Vacancy List

Pursuant to Section 2.72-2 entitled "Public Forum" of the Special Rules of Order of the Troy City Council a period of time shall be designated during each regular or special meeting of the City Council as a public forum during which citizens of the City shall be permitted to address the Council on legislation on that meeting's agenda and on any subject appropriate to the conduct of Troy City government. Length of time allotted for citizen comment shall be no longer than ten (10) minutes per speaker.

**LOCAL LAWS**

1. Local Law No. 1 (Intro #1) for 2012 Repealing Chapter 72 "Planning Board" of the Code of the City of Troy, New York. (Council President Kopka) (At the Request of the Administration).

2. Local Law No. 2 (Intro #2) for 2012 enacting and creating a City Planning Commission pursuant to General Municipal Law Article 12-A, Section 234. (Council President Kopka) (At the Request of the Administration).

**ORDINANCES**

1. Ordinance authorizing and directing sales by the private sale method of city-owned real properties . (Council President Kopka) (At the Request of the Administration).

2. Ordinance authorizing the Mayor to execute a lease agreement with Rock-a-Baby Boutique to lease 274 River Street. (Council President Kopka) (At the Request of the Administration).

3. Ordinance authorizing the Mayor to execute and enter into an order on consent with the New York State Department of Environmental Conservation relating to violations of the conditions of the City's NYSDEC state pollution discharge elimination system (SPDES) permit # NY-0099309 for the 49 City combined sewer overflows. (Council President Kopka) (At the Request of the Administration).

4. Ordinance approving settlement of certiorari proceedings instituted by various property owners located in the City of Troy and on the assessment roll of the City of Troy. (Council President Kopka) (At the Request of the Administration).

5. Ordinance approving settlement of certiorari proceedings instituted by various property owners located in the City of Troy and on the assessment roll of the City of Troy. (Council President Kopka) (At the Request of the Administration).

6. Ordinance authorizing settlement of claim, to wit: William McInerney v. City of Troy. (Council President Kopka) (At the Request of the Administration).

7. Ordinance amending the 2010-2011 CDBG Program Plan to allow for the reallocation of certain funds within the CDBG budget. (Council President Kopka) (At the Request of the Administration).

## **RESOLUTIONS**

1. Resolution appointing Commissioners of Deeds for the City of Troy. (Council President Kopka) (At the Request of the Administration).

2. Resolution authorizing the Mayor to execute a parking agreement with Rensselaer County Probation Department. (Council President Kopka) (At the Request of the Administration).

3. Resolution authorizing issuance of a commercial lessor's bingo license Bingo Green, Inc., D/B/A "Troy Atrium Bingo". (Council President Kopka) (At the Request of the Administration).

4. Resolution authorizing the Mayor to execute an agreement with the Mohawk Hudson Humane Society. (Council President Kopka) (At the Request of the Administration).

5. Resolution authorizing the Mayor to execute an agreement with the Troy Vet Hospital. (Council President Kopka) (At the Request of the Administration).

6. Resolution proclaiming February as Black History Month. (Council President Kopka) (At the Request of the Administration).

**LOCAL LAW NO. 1 (INTRO #1) FOR 2012 REPEALING  
CHAPTER 72 “PLANNING BOARD” OF THE CODE OF THE CITY OF TROY,  
NEW YORK**

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BE IT ENACTED, by the City Council of the City of Troy, as follows:

**SECTION 1:** CHAPTER 72 “PLANNING BOARD” (Adopted by the City Council of the City of Troy 6-15-04 by L.L. No. 6-2004) **is hereby Repealed.**

**SECTION 2:** This act shall take effect immediately upon adoption and filing in accordance with New York State law.

Approved as to form, January 13, 2012

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Ian H. Silverman, Corporation Counsel

## Memorandum of Support

**Title:** A Local Law repealing Chapter 72 “Planning Board” of the Code of the City of Troy

**Summary of Provisions:** Chapter 72 “Planning Board” of the City Code is repealed in its entirety. The repeal of this provision will effectively eliminate the Planning Board for the City of Troy, New York.

**Effect on Present Law:** This action would repeal Chapter 72 “Planning Board” of the Code of the City of Troy, New York and thus eliminate the Planning Board.

**Fiscal Impact:** The elimination of the Planning Board and subsequent passage of planning commission enactment would cost the taxpayers of the City of Troy at least \$2,000 per annum.

**LOCAL LAW NO. 2 (INTRO #2) FOR 2012 ENACTING AND CREATING A  
CITY PLANNING COMMISSION PURUSANT TO GENERAL MUNICIPAL  
LAW ARTICLE 12-A, SECTION 234**

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**Chapter 71**

**PLANNING COMMISSION**

<b>ARTICLE I Definitions</b>	<b>§ 71.6. Rules and regulations.</b>
<b>§ 71.1. Definitions</b>	<b>§ 71.7. Public records.</b>
<b>ARTICLE II City Planning Commission</b>	<b>ARTICLE III City Map, Comprehensive Plan and Subdivision Plats</b>
<b>§ 71.2. Established; appointments.</b>	<b>§ 71.8. City Map</b>
<b>§ 71.3. Special authorization and powers.</b>	<b>§ 71.9. Comprehensive Plan.</b>
<b>§ 71.4. Organization</b>	<b>§ 71.10. Submission of proposed City projects.</b>
<b>§ 71.5. Removal of Members</b>	<b>§ 71.11. Approval of plats.</b>

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**ARTICLE I  
Definitions**

**§ 71-1. Definitions.**

A. As used in this article, the following terms shall have the meanings indicated:

**CITY MAP** — The official map of the City of Troy in existence at the time this article goes into effect, as modified from time to time, showing the location and width of streets in the City in use as public streets as well as the lines of future streets and future street widening and extension.

**COMMISSION** — The City Planning Commission.

COUNTY CLERK — The Clerk of the County of Rensselaer.

COURSE — The direction of a line of a boundary and/or of a description.

EASEMENT — An authorization by a property owner for the use by another and for a special purpose of any designated part of his/her property and/or any feature in connection therewith.

FINAL PLAN — The recommended subdivision map which must be approved by the Planning Commission before it can be filed for record with the County Clerk.

LOT — A portion of a subdivision or other parcel of land intended for transfer of ownership or for building development.

OWNER — Any and all persons whose consent is necessary to the filing of a subdivision map and to the making of the dedications of land or other property shown therein and to pass a clear title thereto.

PRINT — May be a blueprint, photostat, lithoprint or other copy which reproduces exactly the original tracing from which it was made.

STREET — Includes street, avenue, terrace, road, alley, lane, highway, boulevard, concourse, parkway, culvert, sidewalk, crosswalk, viaduct and every class of public road, square and place.

SUBDIVISION — A lot, tract or parcel of land to be divided into two or more lots or other divisions of land for the purpose, whether immediate or future, of transfer of ownership or building development, including all changes in street or lot lines.

TOPOGRAPHIC MAP — A map showing grade elevations by contour lines and the location of important material and other subjects.

- B. The Planning Commission's interpretation shall be final as to the meaning of any definition, statement, requirement, rule, etc., in connection with rules and regulations promulgated by it and/or any application thereof.

## ARTICLE II City Planning Commission

### § 71.2. Established; Appointments.

There shall be a City Planning Commission appointed by the Mayor. The total number of members on the Commission is to be five members. The Commission shall consist of one member who is an official of the City of Troy, who shall be the city engineer, and not more than four members who do not hold any municipal office. Of these, at least one

shall be an architect duly licensed to practice in the State of New York, one shall be a licensed real estate broker with an office in the City of Troy, one a member of the Rensselaer County Bar Association and one a member of the public at large. One of the commissioners to be appointed for a term of one year, two for a term of two years, and two for a term of three years. At the expiration of such terms, the term of office of the successors shall be 3 years. If a vacancy shall occur, other than by expiration of term, it shall be filled by appointment for the unexpired term. The Mayor may at any time fill vacancies on such Commission for the unexpired term and may also remove any member of such Commission for misconduct, incompetency or neglect of duty. Each member of the Commission shall hold over after the expiration of his/her term until his/her successor shall have been duly appointed and qualified. Each member of the Commission, before beginning his/her term of office, shall file in the office of the City Clerk the constitutional oath of office. The municipal officials on such Commission shall not by reason of membership thereon forfeit their right to exercise the powers, perform the duties or receive the compensation of the municipal office held by them during such membership.

### **§ 71.3. Special authorization and powers.**

The Planning Commission is hereby authorized and empowered to examine any and all subdivisions and developments within this municipality that have been recorded in the County Clerk's office without the approval of the Planning Commission since April 20, 1945, which subdivisions have lots therein which are occupied by structures, to the extent of 10% or less of the total area of said subdivision. The Planning Commission shall reexamine such subdivisions and developments and treat them as new subdivisions, making such changes in streets, etc., that it deems best for the public health, safety and general welfare, where in its judgment such changes may be effected without working undue hardship upon the individual person. The Commission shall also have the power to enact a set of rules and regulations which in its opinion and experience it shall deem proper for the administration of the Commission.

### **§ 71.4. Commission; organization**

- A. The Commission shall elect annually, a chairman from its own members. The city engineer shall act as executive secretary for the Commission.
- B. The Commission shall meet at least once a month. The Commission also shall meet at the call of the Chairman. Whenever three members, on at least one week's written notice, requests the chairman shall call such a meeting. Three members shall constitute a quorum.
- C. The Commission shall keep regular minutes of the business transacted at each meeting and, at the conclusion of each year the Commission shall prepare a report, in writing, to the mayor covering its activities and containing any recommendations it desires to make.

- D. The Commission shall have the power and authority to employ experts, clerks, and a secretary and to pay for their services and such other expenses as may be necessary and proper, and shall prepare an annual budget for such purpose not exceeding, in all, the annual appropriation that may be approved by the City Council of the city of Troy.

**§ 71-5. Removal of members.**

Any member may be removed by the Mayor for cause and after public hearing.

**§ 71-6. Rules and regulations.**

- A. The Commission shall be entitled to the advice of the Corporation Counsel.
- B. With the advice and consent of the Commission, the City Council shall adopt rules and regulations governing the subdivision of land.
  - (1) Such regulations shall require that the land shown on a plat shall be of such a character that it can be used safely for building purposes without danger to health or peril from fire, flood or other menace and may provide for the proper arrangement and width of streets in relation to other existing or planned streets, and to an adopted Comprehensive Plan, for adequate, convenient and suitable open spaces for traffic, utilities, access of fire-fighting apparatus, recreation, light and air, and for the avoidance of congestion of population, including minimum width and area of lots.
  - (2) As conditions precedent to the approval of a plat, such regulations shall provide the extent to which streets, roads, highways and other public places shall be graded and improved and to which water, sewer and other utility mains, piping or other facilities, sidewalks, curbs, gutters, street signs and lighting standards shall be installed, in accordance with standards, specifications and procedures of the City Engineer, and that suitable monuments be placed at such block corners and other points as may be required by the Planning Commission and/or the City Engineer.
  - (3) Such regulations shall provide for the tentative approval of the plat previous to such installation, but any such tentative approval shall be revocable and shall not be entered on the plat. In lieu of the completion of such improvements and utilities prior to the final approval of the plat, the Planning Commission may accept a bond with surety to secure to the City the actual construction and installation of such improvements or utilities and the reasonable cost—of inspection on behalf of the Planning Commission during such construction, at a time and according to specifications fixed by the Planning Commission and in accordance with its regulations.

- (a) If any public utility company's facilities are proposed to be installed within a subdivision, the subdivider shall file with the Commission satisfactory assurance that such utility company will make the installations necessary for the furnishing of its services within the time frame satisfactory to the Planning Commission; the Commission in its discretion may waive the bond as to the utility to be furnished.
  - (b) The term of such bond may be extended by the Planning Commission with the consent of the parties thereto.
  - (c) If the Planning Commission shall decide at any term of the said bond that the extent of building development which has taken place in the subdivision is not sufficient to warrant all the improvements covered by such bond or that required improvements have been installed as provided in this section and in sufficient amount to warrant reduction in the face amount of said bond, the Planning Commission, after public hearing upon the same notice as required for the consideration of a plat, may modify its requirements for any or all such improvements, and the face amount of such bond shall thereupon be reduced by an appropriate amount so that the new face amount will cover the cost in full of the amended list of improvements required by the Planning Commission, and any security deposited with the bond may be reduced proportionately.
- (4) In the event that any required improvements have not been installed as provided in this section within the term of such performance bond, the Mayor upon recommendation of the Commission shall thereupon declare the said performance bond to be in default. The City shall enforce such bond by all appropriate legal and equitable remedies.
- (a) Upon the receipt of any sums of money collected upon said bond, the City shall install such improvements as were covered thereby and are commensurate with the extent of building development that has taken place in the subdivision but not exceeding in cost the amount of such monies so received.
  - (b) In the event that any required improvements have been commenced or are being installed in violation of the provisions of the resolution of the Planning Commission approving the plat and/or not in accordance with the specifications of the Planning Commission's regulations as established by ordinance of the City Council, the City, in addition to other remedies, shall institute any appropriate action or proceeding to restrain, correct and/or abate such violation.

C. It is intended by this article to grant to the City Planning Commission the powers

necessary for guiding and accomplishing a coordinated, adjusted and harmonious development of the City which will, in accordance with present and future needs, best promote health, safety and the general welfare as well as efficiency and economy in the progress of development. The Planning Commission may vary, subject to appropriate conditions, such requirements of the regulations established as provided in this section as in its judgment of the special circumstances and conditions relating to a particular plat that are not requisite in the interest of the public health, safety and general welfare. When making its determination as to the improvements to be required, the Planning Commission shall take into consideration the prospective character of the development and the allowed density of population under the applicable zoning ordinance. The Planning Commission shall also hear and decide all matters upon which it is required to pass under such regulations. In addition, the Commission shall adopt rules and regulations in respect to procedures before it and in respect to any subject matter over which it has jurisdiction, such rules not to be inconsistent with law.

**§ 71-7. Public records.**

The rules and regulations of the Commission and the City Map and Comprehensive Plan shall be deemed public records and shall be open to public inspection at all reasonable times in the office of the Commission.

ARTICLE III  
**City Map, Comprehensive Plan and Subdivision Plats**

**§ 71-8. City Map.**

The Bureau of Engineering shall be the custodian of the official City Map. It shall be the duty of the City Engineer to maintain the City Map and to register thereon all changes resulting from action authorized by law. The City Map shall be filed in the office of the City Engineer and certified copies thereof and of all changes thereto shall be filed in the office of the Planning Commission.

**§ 71-9. Comprehensive Plan.**

- A. The Commission shall review and make recommendation to the City Council on the adoption of a proposed Comprehensive Plan or amendment thereto. Such Comprehensive Plan shall show desirable streets, public places, bridges and approaches thereto, viaducts, parks, public reservations, boulevards, parkways, playgrounds, roadways in parks, public buildings and structures, pierhead and bulkhead lines, docks and wharves, waterways, routes of railroads and omnibuses, locations of drainage systems, sewers, sewage treatment plants, incinerators, water conduits and other public utilities privately or publicly owned, zoning districts, aviation fields, public parking spaces, and also the removal, relocation, widening, narrowing, vacating, abandonment, change of use or extension of any of the

foregoing features of the plan. Such Comprehensive Plan shall also show the general layout of neighborhood units and community centers therein and the replanning of blighted areas and such other features as will provide for the improvement of the City and its further growth, protection and development and will afford adequate facilities for the housing, transportation, distribution, comfort, convenience, health, safety and general welfare of its population. Such Comprehensive Plan may also show any of the above features in relation to areas outside the City's limits and within the County of Rensselaer.

- B. Before the Comprehensive Plan or any part thereof relating to the area within the City is adopted, the Commission shall hold a public hearing or hearings. Before a modification of any part of the Comprehensive Plan is adopted, the Commission may hold a public hearing or hearings. At least ten days' notice shall be given prior to the holding of such hearing by publication in the official newspaper or newspapers of the City.
- C. The various plans comprising the Comprehensive Plan, and all modifications thereof when adopted, shall be filed in the office of the Commission.
- D. The recommendation of the Plan, and any part, amendment, extension, or addition thereof, shall be by resolution of the Commission, carried by the affirmative votes of not less than six members.

**§ 71-10. Submission of proposed City projects.**

- A. Pursuant to § 30 of the General City Law, the Council shall refer to the Commission all proposals concerning or affecting the following:
  - (1) Any proposed addition to or change in the Official Map not initiated by the Commission.
  - (2) Any proposed amendment to zoning regulations of the City or any proposed zoning regulations to replace zoning regulations existing at the time such proposal is made, if such proposed amendment or zoning regulations are not submitted by the Commission.
- B. After the Commission receives any such proposal, it may hold a public hearing thereon, notice of which shall be published in the official newspaper or newspapers of the City at least 10 days prior thereto. If the Commission fails to act on such proposal within 62 days after the Council submits it to the Commission, such failure to act shall be deemed an approval. However, at the time of submission of such proposal to the Commission, the Council may specify a longer period, not exceeding 60 days, within which the Commission may take action thereon. If the Commission fails to act within such longer period, it shall be deemed to approve such proposal.

C. The Council shall not take final action on any of the matters enumerated in Subsection A of this section until the Commission has made its report thereon or the time within which the Commission was required to report has expired.

**§ 71-11. Approval of plats.**

No plat of a subdivision of land partly or wholly within the City shall be filed with the County Clerk until it shall have been approved by the Planning Commission and the approval thereof entered on the plat by the secretary thereof. Every plat approved by the City Planning Commission shall, by virtue of such approval, be deemed to be an amendment of or an addition to or detail of the Comprehensive Plan and part thereof, if a Comprehensive Plan shall have been adopted prior to such approval. If a Comprehensive Plan or part thereof shall not have been adopted prior to such approval, then such plat so approved shall be incorporated in and made a part of any Comprehensive Plan thereafter adopted. Approval of a plat shall not be deemed to constitute or affect an acceptance by the public of any street or other open space shown upon the plat, however, the filing of an approved plat shall constitute an irrevocable offer of dedication by the owner of the land to the City of Troy of streets, roads or highways shown on said plat and of land shown thereon as widened areas of existing streets, roads or highways, and, provided further, that where such an approved plat so filed shall amend or supersede in whole or in part the layout of streets, roads, or highways shown on a previously filed plat, such offer of dedication as to streets, roads or highways or widened areas thereof shown on such superseded plat and not shown on such amending plat shall be deemed withdrawn. Such Commission shall have all the powers and be subject to all the duties of Article 3 of the General City Law in relation to such plats. It shall be the duty of the secretary of that Commission to file with the County Clerk a certificate stating that the Commission has been so authorized to approve plots. Such certificate shall state also that the secretary of the Commission shall issue the certificate of the City on its failure to take action on a plat whenever it is necessary to issue such a certificate, pursuant to § 32 of the General City Law.

Approved as to form, January 13, 2012

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Ian H. Silverman, Corporation Counsel

## **Memorandum of Support**

**Title:** A Local Law enacting and creating Chapter 71 “Planning Commission” of the Code of the City of Troy

**Summary of Provisions:** Chapter 71 “Planning Commission” of the City Code is enacted and created. The enactment of this provision will create the Planning Committee for the City of Troy, New York.

**Effect on Present Law:** This action would create Chapter 71 “Planning Commission” of the Code of the City of Troy.

**Fiscal Impact:** The elimination of the Planning Board and subsequent passage of planning commission enactment would cost the taxpayers of the City of Troy at least \$2,000 per annum.

**ORDINANCE AUTHORIZING AND DIRECTING SALES BY  
THE PRIVATE SALE METHOD OF CITY-OWNED REAL PROPERTIES**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Pursuant to Section 83-8 of the Troy Code, the Bureau of Surplus Property accepted bids at private sale on the hereinafter described properties as outlined below.

Section 2. The Mayor is hereby authorized and directed to sell and convey the hereinafter described real property to the following named purchasers for the sums below indicated which is hereby determined to be a fair price for the same without the necessity of competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said bidder or bidders a quit claim deed conveying said premises hereinafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sales are as follows:

<u>PROPERTY</u>	<u>PURCHASER</u>	<u>PRICE</u>
1. 59 Tyler Street(111.52-5-11)	Akhtar Muhammed	\$200
2. 53 Stow Avenue(111.84-3-15)	Tod Ward/ Kevin Zotto	\$500
3. 737 Burden Avenue(111.68-3-13)	Michael Ford	\$500
4. 126 President Street(90.62-4-10)	Augustine L. Casey III & Margarete Casey	\$500
5. 754 Third Avenue(80.32-13-2)	John Donnelly III	\$500
6. 26 Norton Street(112.45-5-17)	James Roark	\$1,500
7. 529 Congress Street(101.79-3-31)	Andrew K Peterson/ Karl H Peterson	\$100
8. 333 Tenth Street( 101.23-6-12 )	Pedro Dumet	\$1,500

TERMS AND CONDITIONS: Properties will be conveyed to the prospective purchasers by Quit Claim Deed and be subject to any easement or restriction of record. Further;

A. Purchaser shall be liable for and pay all closing costs related to this sale including, but not limited to: filing fees, deed stamps, survey, title report, environmental reports & cleanup and attorneys fees.

Section 5. This Ordinance shall take effect immediately.

Approved as to form, January 13, 2012

\_\_\_\_\_  
Ian H. Silverman, Corporation Counsel

RECEIVED

DEC 14 2011

LAW DEPT



Inter-Office Memorandum  
Assessors' Office

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To: Charlie Sarris  
CC: Sharon Martin, Assessor  
From: Adrienne Waugh, Assessment Clerk  
Date: December 15, 2011

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Attached is documentation of the following advertised private sale approved by the Mayor. Please put these items on the next council meeting. These properties were advertised on the city website therefore does not require approval of other department heads, such as DPU and DPW.

Therefore we are asking that the following language be included in the deed descriptions:

**"Subject to any easement or restriction of record".**

1. Private sale of 32 Tyler Street
2. Private Sale of 53 Stow Avenue
3. Private Sale of 737 Burden Avenue
4. Private sale of 126 President Street
5. Private Sale of 754 Third Avenue
6. Private Sale of 26 Norton Street
8. Private Sale of 529 Congress Street
9. Private Sale of 333 Tenth Street

Thank you in advance for your assistance with this matter.



111-52-5-11      381700-Troy      Active      R/S: 1      School: Enlarged Troy  
 City of Troy AS0069      Roll Year: 2012      Curr Yr:      Res vac land      Land AV: 1-390  
 32-Tyler St      Land Size: 0.07 acres      Total AV: 1-390

- Parcel 111-52-5-11
- Notes
- History
- Assessment
- Exempt(s)
- Spec Dist(s)
- Description
- Owner(s)
- Images
- Gis
- Site (1): Res
- Land(s)
- Valuation
- Sale 1/10/08
- Sale 01/14/08
- Sale 07/23/04
- Sale 06/10/03
- Sale 10/17/01

Prop Class: **311 Res vac land**      Desc 1: **Vacant**  
 Ownership Code:      Desc 2: **36-27/3**  
 Roll Section: **1 Taxable**      Desc 3:      Desc Print: **P = Print on Roll & Bill**  
 Roll Subsection:      Code:      Land Com Code:      Land Com Year:      Ag District:      Ag Dist No:      Arrears:      SSI Recipient:      Date Last Phys Insp: **00/00/0000**  
 School Code: **381700 Enlarged Troy C**  
 Cons. School:      Allocation Factor: **.0000**  
 Easement Code:      Run RPS 440 Edits:       Major Type: **C**  
 Appraisal No:      Total 6 Roll Years

Roll Yr	Prop Class	Roll Section	Owner Code
2012	Res vac land	Taxable	
2011	Res vac land	Taxable	

Prints the screen

**CITY OF TROY**  
**PRIVATE SALE REQUEST FORM**

32 Tyler St      111.52 - 5-11      VACANT  
Property Location      SBL#      Description

PURCHASE PRICE 200.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Property next to my property I  
take care of it last 5 years. Will be using for  
side yard (61 Tyler St.)

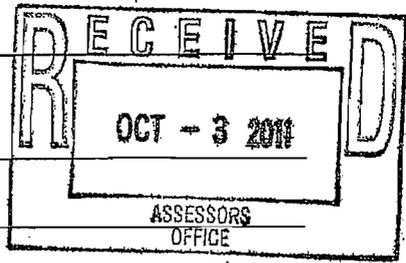
SUMMARY OF IMPROVEMENTS NO improvements needed I  
have been taken care of it (mowing lawn ect.)  
for past 5 years      Estimated Total Costs \$ \_\_\_\_\_

Present Number of Units 0       Owner Occupancy    yes \_\_\_\_\_    Residential  ~~\_\_\_\_\_~~  
Proposed Number of Units 0      no       Commercial \_\_\_\_\_  
Vacant Lot  \_\_\_\_\_

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)\*\* AKHTAR muHAMMED Company/LLC\*\* \_\_\_\_\_  
(please print)

Shabnam AKHTAR      Principals \_\_\_\_\_  
(please print)



Address P.O. Box 125

Troy NY 12181

Phone # 518.522.7904

[Signature]  
(Signature)

SHABNAM AKHTAR  
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.



COPYRIGHT © 1974-1985 EMERY OF BOSTON, N.Y.

<b>REAL PROPERTY MAP</b> TO THE USE OF THE MAP IS FOR REAL PROPERTY TAX ADMINISTRATION PURPOSES ONLY		<b>LEGEND</b>																											
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>DATE</td><td>12-12-77</td></tr> <tr><td>SCALE</td><td>1" = 20'</td></tr> </table>		DATE	12-12-77	SCALE	1" = 20'	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>SECTION</td><td>112</td><td>113</td><td>114</td></tr> <tr><td>TOWNSHIP</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>COUNTY</td><td>112</td><td>113</td><td>114</td></tr> </table>		SECTION	112	113	114	TOWNSHIP	25	26	27	COUNTY	112	113	114										
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TOWNSHIP	25	26	27																										
COUNTY	112	113	114																										

**CITY OF TROY**  
RENSSELAER COUNTY, NEW YORK

112-52



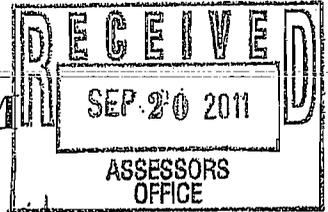
<b>301700 Troy</b> City of Troy AU0022 53 Stow Ave Land Size: 0.06 acres		Active P/S 1 School Enlarged Troy 1 2 Family Res Land AV: 940 Total AV: 7.800																									
<b>Owner</b> Total: 1 Name: City of Troy AU0022 Add. Addr: Street: 1776 Sixth Ave PO Box: City: Troy, NY Zip: 12180		<b>Site</b> Total: 1 Prccls: 1 Nbd/Cd: Sewer: Water: Utilities: 2 Family Res 17900 Comm/pu Comm/pu Gas & ele																									
<b>Taxable Value</b> County: 0 Muni: 0 School: 7.800 Sch. Jan. Star: 7.800		<b>Miscellaneous</b> Book: 5247 Page: 303 Mortg: Bank: Acct. No.: 0607950																									
<b>Sale</b> Total: 3 <table border="1"> <thead> <tr> <th>Book</th> <th>Page</th> <th>Sale Date</th> <th>Sale Price</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>5247</td> <td>303</td> <td>10/13/09</td> <td></td> <td>1 City of Troy AU00</td> </tr> <tr> <td>3238</td> <td>270</td> <td>11/29/05</td> <td>97,900</td> <td>Kingsley, Janet</td> </tr> <tr> <td>1357</td> <td>81</td> <td>08/18/04</td> <td>57,142</td> <td>Bendzin, Gary R</td> </tr> </tbody> </table>		Book	Page	Sale Date	Sale Price	Owner	5247	303	10/13/09		1 City of Troy AU00	3238	270	11/29/05	97,900	Kingsley, Janet	1357	81	08/18/04	57,142	Bendzin, Gary R	<b>Building</b> Total: 1 Bldg Style: 08 Old style Ext. Wall: 01 Sfla: 1680 Yr Built: 1890 Baths: 2 1/2 Baths: 0 Eff. Yr Bilt: 0 Beds: 7 Cord: Normal					
Book	Page	Sale Date	Sale Price	Owner																							
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RP4 Porch-encl	0	0	240:00:1890																								
RP8 Porch-up e	0	0	240:00:1890																								
<b>Special District</b> Total: 1 Code: PLE017 Troy Public Li Units: 00 Pct: 00 Type: Move Tax: 00																											

Double click to open a window

9-27-11 15:05:0



CITY OF TROY  
PRIVATE SALE REQUEST FORM



53 Stow Ave      111.84-3-15      2-Family  
Property Location      SBL#      Description

PURCHASE PRICE \$50000

COPY

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Owner occupied

SUMMARY OF IMPROVEMENTS New mechanics, kitchen, bath

4 up to code

Estimated Total Costs \$ 20-30,000

Present Number of Units 2       Owner Occupancy    yes       Residential   
Proposed Number of Units 2      no \_\_\_\_\_      Commercial \_\_\_\_\_  
Vacant Lot \_\_\_\_\_

The Deed from the City will be composed using the name/names exactly as shown below:

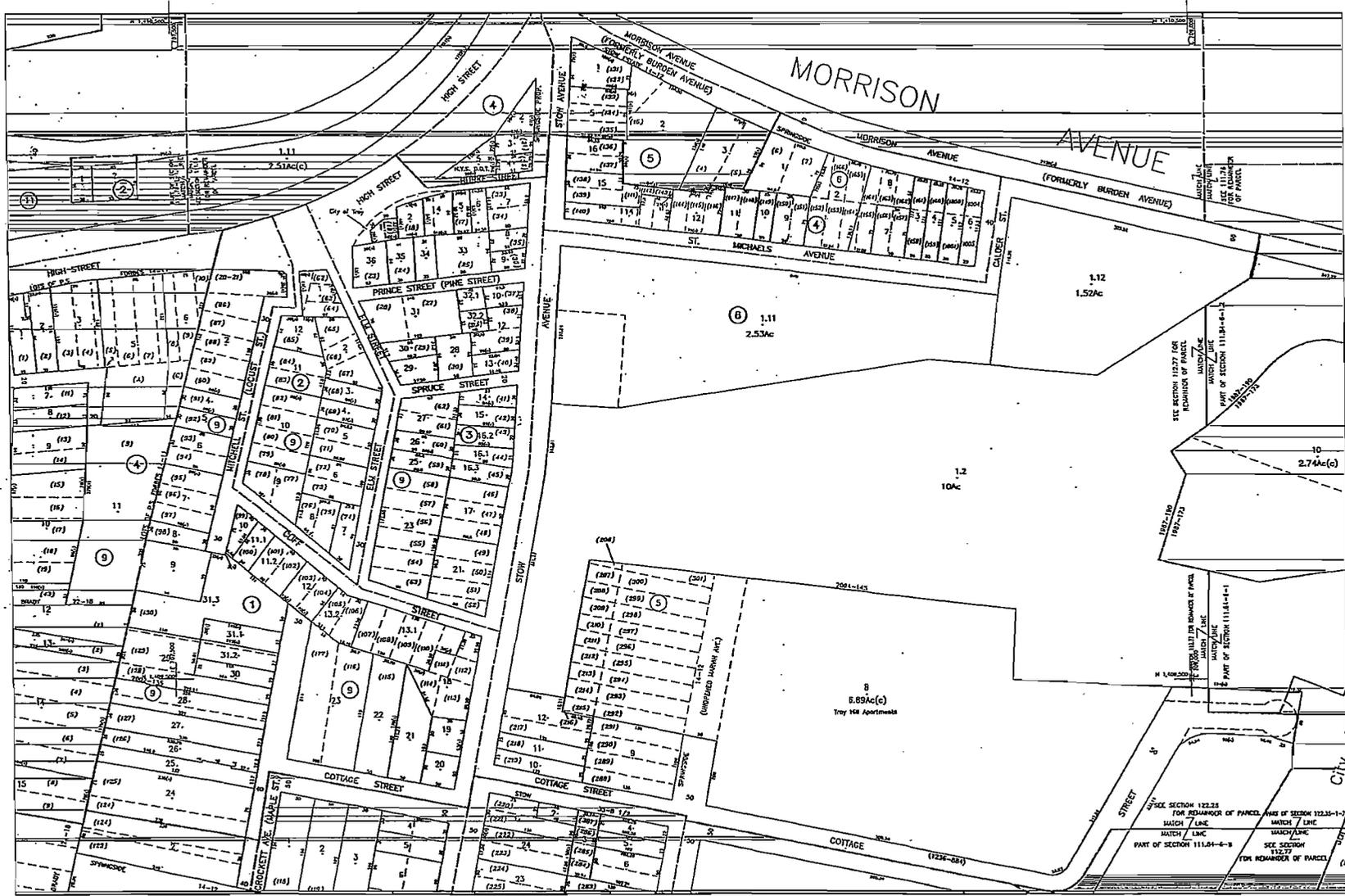
Name(s)\*\* Tod Ward      Company/LLC\*\* \_\_\_\_\_  
(please print)

Kevin Zotto      Principals \_\_\_\_\_  
(please print)

Address 48 Vandenberg Ave \_\_\_\_\_  
Troy NY 12180 \_\_\_\_\_

Phone # 365-3885      \_\_\_\_\_  
\_\_\_\_\_  
(Signature) Tod Ward  
(Signature) Kevin Zotto

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.



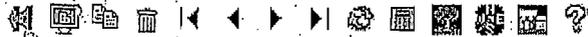
**REAL PROPERTY MAP**  
 THE USE OF THIS MAP IS FOR REAL  
 PROPERTY TAX ADMINISTRATION PURPOSES ONLY

SPECIAL PURPOSES		LEGEND	
TYPE	DESCRIPTION	SYMBOL	DESCRIPTION
LOT	LOT	AREA	FROM DEED
BLK	BLK	AREA	FROM DEED
STREET	STREET	AREA	FROM DEED
...	...	...	...

DATE OF MAP: 11-13-77  
 DATE OF REVISION: 11-13-77  
 SCALE: 1" = 50'

111	111	112
111	111	112
111	111	112
111	111	112

**CITY OF TROY**  
 RENSSELAER COUNTY, NEW YORK  
 111-84



<b>PARCELS</b>	381-700 Troy	Active	R/S: 1	School	Enlarged Troy
City of Troy AT0014	Roll Year: 2012	Curr Yr	1 Family Res	Land AV	420
737 Burden Ave	Land Size: 0.02 acres			Total AV	4,250

<b>Owner</b>	Total: 1	<b>Site</b>	Total: 1
Name: City of Troy AT0014		Procs: 1 Family Rr	Nbhd Cd: 17900
Add Addr: 1776 Sixth Ave		Sewer: Comm/pu	Water: Comm/pu
Street: 1776 Sixth Ave		Utilities: Gas & ele	
PO Box:			
City: Troy NY	Zip: 12180		

<b>Taxable Value</b>	<b>Miscellaneous</b>	<b>Land</b>	Total: 1
County: 0	Book: 4796	Type: FF	Depth: Acres
Muni: 0	Page: 270	Primary: 15.00	75.00
School: 4,250	Mortg:		0.02
Sch after Star: 4,250	Bank:		0
	Acct No: 0600040		

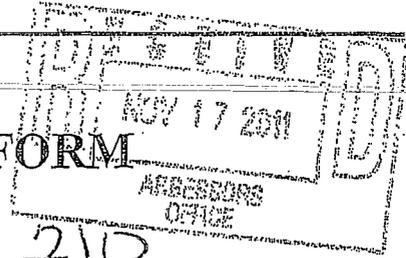
<b>Sale</b>	Total: 3	<b>Building</b>	Total: 1
Book: 4796	Page: 270	Bld style: 08 Old style	Ext wall: 01
Sale Date: 10/16/08	Sale Price: 2,500	Sfs: 968	Yr Built: 1890
Owner: City of Troy AT0		Baths: 1	1/2 Baths: 0
90: 2031	04/15/98	Bed: 2	Cond: Normal
78: 246	06/04/97		
	1,500 Conklin, John S		

<b>Exemption</b>	Total: 1	<b>Improvement</b>	Total: 0
Code: 33401	Amount: 4,250	Type: Name	Dim1: Dim2: SQFT: Yr Built:
City Tax Sale	0		

<b>Special District</b>	Total: 1	<b>Value</b>
Code: PE017	Units: 00	Per Tube: 00
Troy Public Li		Move Tax: 00

Double click to open a window

CITY OF TROY  
PRIVATE SALE REQUEST FORM



737 Burden AV 111.68-3-13 210  
Property Location SBL# Description

PURCHASE PRICE \$ 500.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE living

SUMMARY OF IMPROVEMENTS make up to code

Estimated Total Costs \$ 1000.00

Present Number of Units 1  Owner Occupancy yes X Residential X  
Proposed Number of Units \_\_\_\_\_ no \_\_\_\_\_ Commercial \_\_\_\_\_  
Vacant Lot \_\_\_\_\_

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)\*\* Michael Ford Company/LLC\*\* \_\_\_\_\_  
(please print)

Michael Ford Principals  
(please print)

Address 7 Ten Broeck ST

Albany NY 12210  
(Signature) Michael Ford

Phone # 434-6588  
(Signature) Michael Ford

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.



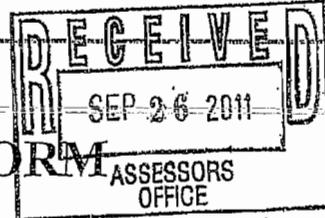


<b>00162-111</b> City of Troy AQ0162 126 President St		381700 Troy Roll Year: 2012 Cur Yr Land Size: 0.14 acres	Active Res-vac land	RYS: 1 Land AV: 1,870 Total AV: 1,870	School: Enlarged Troy I
<b>Owner</b> Total: 1 Name: City of Troy AQ0162 Addl Addr: Street: 1776 Sixth Ave PO Box: City: Troy, NY Zip: 12180		<b>Site</b> Total: 1 Pools: Nbhd Cd: Sewer: Water: Utilities: Res-vac la: 17300 Comm/pu: Comm/pu Gas & ele			
<b>Taxable Value</b> County: 0 Muni: 0 School: 1,870 Schl after Star: 1,870		<b>Miscellaneous</b> Book: 3055 Page: 139 Mortg: Bank: Acct No: 1305590		<b>Land</b> Total: 1 Type: FF Depth: Acres: Sqft Primary: 52.00 120.00 0.14 0	
<b>Sale</b> Total: 2 Book Page Sale Date Sale Price Owner 3055 139 08/31/05 1 City of Troy 133 622 03/16/99 1 Sutton, Derek L		<b>Building</b> Total: 0			
<b>Exemption</b> Total: 1 Code Amount Term Year Dwr Pct 33401 City Tax Sale 1,870 0 0		<b>Improvement</b> Total: 0 Type Name Dim1 Dim2 SQF Yr Built			
<b>Special District</b> Total: 1 Code Units Pct Type Move Tax PL017 Troy Public Li 00 00 00					

Double click to open a window.



CITY OF TROY  
PRIVATE SALE REQUEST FORM



126 President ST 90-624-10 Vacant Lot  
Property Location SBL# Description

PURCHASE PRICE \$500.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Beautification

SUMMARY OF IMPROVEMENTS Maintain lot and plant garden, visual improvements. Fence in build garden shed. Estimated Total Costs \$ 2,000.00

Present Number of Units \_\_\_\_\_  Owner Occupancy yes \_\_\_\_\_ Residential \_\_\_\_\_  
Proposed Number of Units \_\_\_\_\_ no \_\_\_\_\_ Commercial \_\_\_\_\_  
Vacant Lot

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)\*\* Augustine L Casey III Company/LLC\*\*  
(please print)

Margarete Casey Principals  
(please print)

Address 131 President ST

Troy NY 12180

Phone # 518-274-6012  
Augustine L Casey III (Signature)  
Margarete Casey (Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

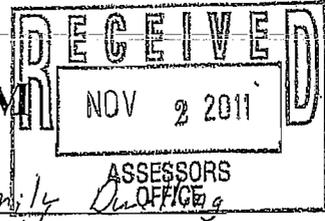




381700 Troy City of Troy AU0093 754 Third Ave Land Size: 0.08 acres		Active Family Res Land Area: 1.890 Total AV: 15.370
<b>Owner</b> Total: 1 Name: City of Troy AU0093 Address: 1776 Sixth Ave City: Troy, NY Zip: 12180		<b>Site</b> Total: 1 Procs: N/A Sewer: Comm/pu Water: Comm/pu Utilities: Gas,t,ele
<b>Taxable Value</b> County: 0 Municip: 0 School: 15.370 Sch. dist: 15.370	<b>Miscellaneous</b> Book: 5247 Page: 303 Mortg: Bank: A/CSD No: 1702750	<b>Land</b> Total: 1 Type: FF Depth: 0 Acres: 0.08 Soil: 0 Primary: 30.00 120.00 0.08
<b>Sale</b> Book: 5247 Page: 303 Sale Date: 10/13/09 Sale Price: 15,370.00 Owner: City of Troy AU0	<b>Building</b> Total: 1 Bldg: 08 - old store Site: 2368 Baths: 2 Beds: 6 Area: 1805 Yr Bult: 1890 Ren Yr: 0 Cond: Fair	<b>Exemption</b> Total: 1 Code: 33401 Description: City Tax Sale Amount: 15,370.00 Year: 0
<b>Special District</b> Total: 1 Code: 000 Name: Troy Public In Rate: 00 Type: 00 Value: 00	<b>Improvement</b> Total: 3 App Name: Gar In de Dim1: 20'00" Dim2: 22'00" Sqr Ft: 440'00 Yr Bult: 1930 App Name: Porch cov Dim1: 7'00" Dim2: 12'00" Sqr Ft: 84'00 Yr Bult: 1930 App Name: Porch ups Dim1: 7'00" Dim2: 12'00" Sqr Ft: 84'00 Yr Bult: 1930	

Double click to open a window.

CITY OF TROY  
PRIVATE SALE REQUEST FORM



754 Third Ave 80.32-13-2 2 family  
Property Location SBL# Description

PURCHASE PRICE \$ 500.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Rental units on both floors. (Residential)  
Long term ownership. Re-establish tax base for the city.

SUMMARY OF IMPROVEMENTS Repair/Replace roof, windows, plumbing,  
electrical and landscaping. Repair/Replace interior walls &  
ceilings as needed. Repair garage Estimated Total Costs \$ 25,000 min.

Present Number of Units 2  Owner Occupancy yes      Residential X  
Proposed Number of Units 2 no X Commercial       
Vacant Lot     

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)\*\* John T. Donnelly III Company/LLC\*\*       
(please print)

     Principals       
(please print)

Address 593 7th Ave

Troy, NY 12182

Phone # 518-858-7186

[Signature]  
(Signature)

      
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.



**REAL PROPERTY MAP**  
 THE USE OF THIS MAP IS FOR REAL PROPERTY AND INFORMATION PURPOSES ONLY

SPECIAL DISTRICTS		LEGEND	
Water	...	...	...
...	...	...	...

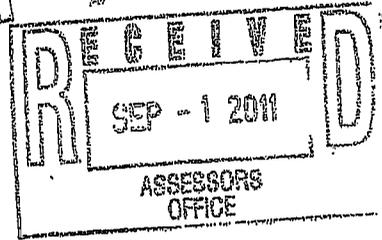
**CITY OF TROY**  
 RENSSELAER COUNTY, NEW YORK

DATE OF MAP: 11/21/2013  
 DATE OF REVISION: 11/21/2013

SCALE: 1"=50'



COPY



August 29, 2011

City of Troy  
Assessor's Office  
1776 6<sup>th</sup> Avenue  
Troy NY 12180

To Whom it May Concern:

I am the owner of 20 Norton St. The property directly to the west of mine, 26 Norton Street, is currently vacant and owned by the City. The property is currently not maintained, is a fire hazard, is falling down and has a tree on it that drops branches onto my property and recently damaged one of my vehicles. As Owner of 20 Norton St, I would like to acquire 26 Norton St, demolish the dwelling, and fill in the foundation on said lot. Immediate plans for the property would include a privately-owned organic vegetable garden and future plans to erect a modular home. I would like to acquire this property for 1500\$.

I appreciate your consideration in this matter and you are welcome to contact me at 518-522-7449, or [jamesroark69@yahoo.com](mailto:jamesroark69@yahoo.com) or by U.S. mail to 20 Norton St., Troy NY 12180.

Thank you for your time.

Sincerely,

James Roark





<b>11179331</b>	381700 Troy	Active	R/S: 1	School: Enlarged Troy
City of Troy AP1003	Roll Year: 2012   Cur Yr	Res vac land	Land/AV: 2,090	
529 Congress St	Land Size: 0.12 acres		Total AV: 2,090	

<b>Owner</b>	Total: 1	<b>Site</b>	Total: 1
Name: City of Troy AP1003		Pipels:	Nbhd Cd:
Add Addr:		Res vac lar: 17600	Comm/pul: Comm/puGas & ele
Street: 1776 Sixth Ave			
PO Box:			
City: Troy, NY	Zip: 12180		

<b>Taxable Value</b>	<b>Miscellaneous</b>	<b>Land</b>	Total: 1
County: 0	Book: 507	Type: FF	Depth: Acres: Sqft:
Muni: 0	Page: 183	Primary: 50.00	100.00 0.12 0
School: 2,090	Mortg:		
Schlaster Star: 2,090	Bank:		
	Acct No: 1801670		

<b>Sale</b>	Total: 1	<b>Building</b>	Total: 0
Book: 64	Page: 2229		
Sale Date: 07/02/97	Sale Price:		
	Owner: 1 Moses, Jeff D		

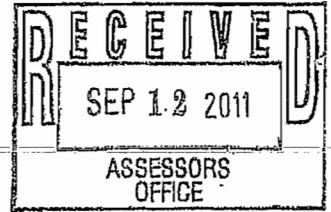
<b>Exemption</b>	Total: 1	<b>Improvement</b>	Total: 0
Code: 33401 City Tax-Sale-1	Amount: 2,090	Type: Name:	Dim1: Dim2: SQFT: Yr: Built:
	Term: 0		
	Own Pct: 0		

<b>Special District</b>	Total: 1	<b>Value?</b>
Code: PL017 Troy Public Li	Units: 00	Move Tax: 00
	Pct: 00	

Double click to open a window



CITY OF TROY  
PRIVATE SALE REQUEST FORM



529 Congress St      101.79-3-31      Vacant Land  
Property Location      SBL#      Description

PURCHASE PRICE \$100

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Vacant additional lawn for my residence  
at 535 Congress St.

SUMMARY OF IMPROVEMENTS Since the removal of the structure  
I have maintained this lot. I will continue to do so as  
additional greenspace      Estimated Total Costs \$ 50 weekly

Present Number of Units 0      Owner Occupancy yes       Residential   
Proposed Number of Units 0      no       Commercial   
Vacant Lot

The Deed from the City will be composed using the name/names exactly as shown below:

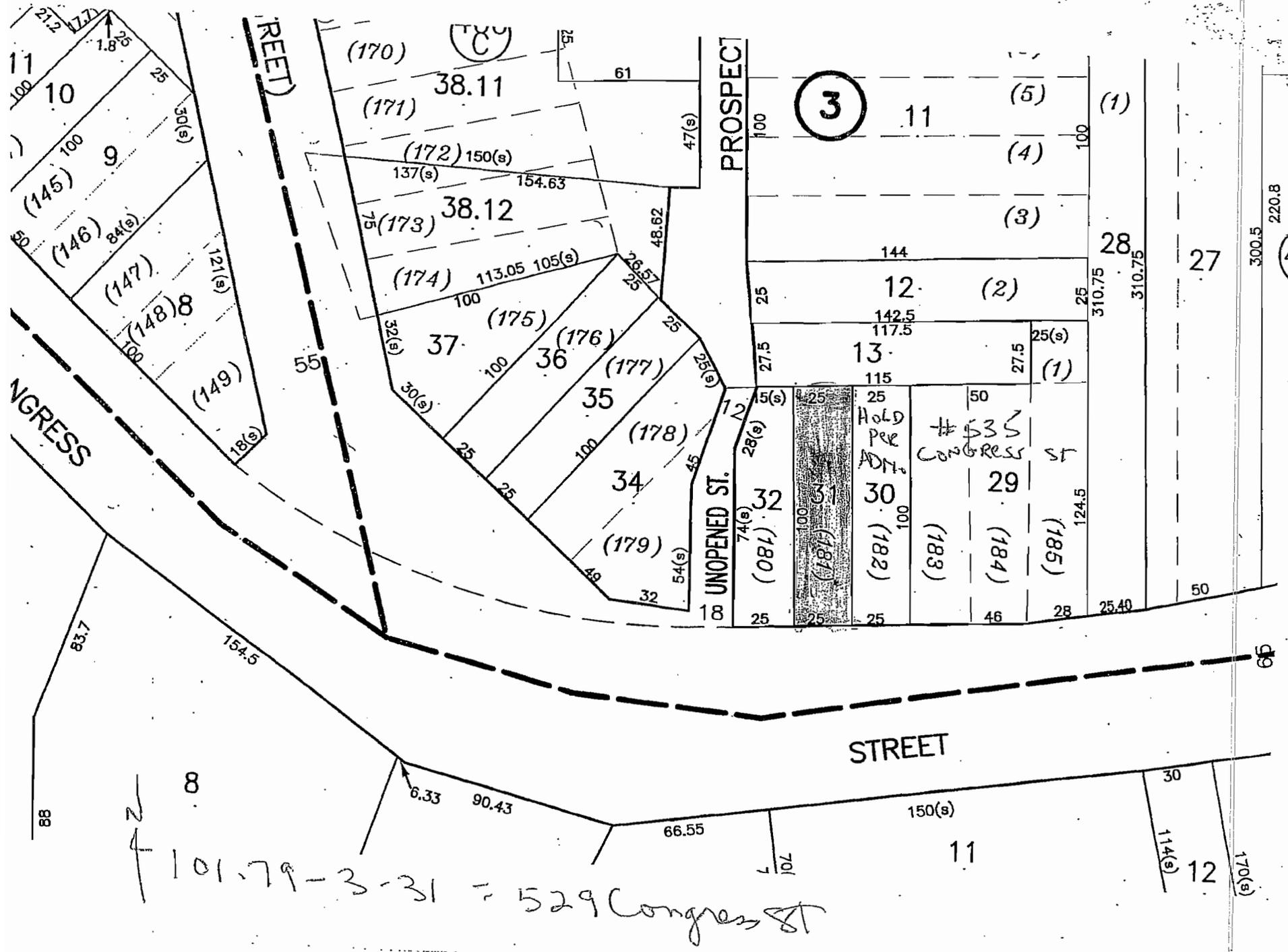
Name(s)\*\* Andrew K Petersen      Company/LLC\*\* \_\_\_\_\_  
(please print)  
Karl H Petersen      Principals \_\_\_\_\_  
(please print)

Address 535 Congress St  
Troy

Phone # 518-429-3118

[Signature]  
(Signature)  
[Signature]  
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.



101.79-3-31 = 529 Congress St

3

STREET

PROSPECT

UNOPENED ST.

REED

CONGRESS

HOLD PER  
 D.H.  
 #535  
 CONGRESS ST

300.5  
220.8

170(s)

114(s)

150(s)

11

30

12

28

27

50

25.40

124.5

310.75

27.5

29

(184)

46

117.5

30

(181)

(183)

25

115

13

(182)

25

142.5

12

(2)

27.5

25

144

25

27.5

25

25

25

100

25

25

27.5

25

28

74

25

701

66.55

90.43

7

6.33

8

11

12

170(s)

114(s)

150(s)

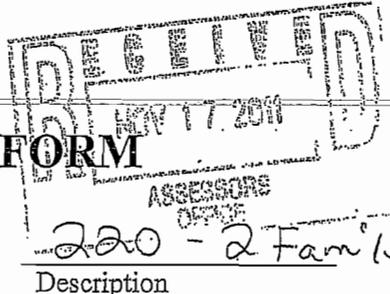
11

12



10-731

# CITY OF TROY PRIVATE SALE REQUEST FORM



333 Tenth Street      101.23-6-12      220 - 2 Family  
Property Location      SBL#      Description

PURCHASE PRICE \$1,500

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE As Secondary home for family and/or tenants.

Pedro Dumet lives at home next door, at 335 tenth street, and has helped maintain 333 Tenth street for over six years free from

SUMMARY OF IMPROVEMENTS vandalism. 333 Tenth street needs total reha. b. including heating, electrical, plumbing, flooring, windows and walls.      Estimated Total Costs \$ 30,000

Present Number of Units 2       Owner Occupancy yes \_\_\_\_\_ Residential   
Proposed Number of Units 2      no       Commercial \_\_\_\_\_  
Vacant Lot \_\_\_\_\_

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)\*\* Pedro Dumet      Company/LLC\*\* \_\_\_\_\_  
(please print)

Principals \_\_\_\_\_  
(please print)

Address 335 Tenth street  
Troy, NY 12180

Phone # (518) 961-3959

Pedro Dumet  
(Signature)

(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

**ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE  
AGREEMENT WITH ROCK- A- BABY BOUTIQUE TO LEASE 274 RIVER  
STREET**

---

The City of Troy, convened in City Council, ordains as follows:

Section 1. The Mayor, on behalf of the City of Troy, is hereby authorized to execute a lease agreement with Leah Hains DBA Rock-A-Baby Boutique substantially in the form attached hereto and made a part hereof, leasing to said Leah Hains 274 River Street..

Section 2. Upon execution of the lease agreement authorized herein, the Comptroller is hereby authorized to accept the lease payments defined in said agreement.

Section 3. This act shall take effect immediately.

Approved as to form, January 13, 2012

---

Ian H. Silverman, Corporation Counsel

## MEMORANDUM IN SUPPORT

**Title:** Ordinance authorizing the Mayor to execute a lease Agreement with Leah Hains to lease 274 River Street.

**Summary of Provisions:** This action by the City Council authorizes the Mayor to enter into and execute a lease agreement with Leah Hains to lease 274 River Street. She wishes to position her business at 274 River Street. The term of the lease is for one year with a monthly rent of \$769.42 per month

**Present Law:** N/A

**Purpose:** The lease agreement will insure continued occupancy of 274 River Street and a revenue stream to offset building expenses.

**Fiscal Impact:** The lease agreement will generate revenue of \$9,233.04 for the calendar year 2012.

Council Committee: **Finance**

**ORDINANCE APPROVING SETTLEMENT OF CERTIORARI PROCEEDINGS  
INSTITUTED BY VARIOUS PROPERTY OWNERS LOCATED IN THE CITY OF  
TROY AND ON THE ASSESSMENT ROLL OF THE CITY OF TROY**

---

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

Columbia Street Associates, LLC

101.37-3-3  
(2 King Street)

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to prepare new tax bills in the proper form based on the above referenced assessments and shall further authorize the Department of Finance and the City of Troy to revise the 2012 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form,

---

Ian H. Silverman, Corporation Counsel

## MEMORANDUM IN SUPPORT

TAXPAYER: Columbia Street Associates, LLC  
PROPERTY: 2 King Street, (SBL No. 101.37-3-3)  
ATTORNEY: Dreyer Boyajian LLP

Taxpayer Hudson Columbia Street Associates has challenged the 2010 and 2011 assessed values of property it owns at 2 King Street, a vacant office building in deteriorating condition that is currently used for storage.

The assessment history of the property is as follows:

Year	Assessed Value	Eq. Rate	Fair Market Value
2010	\$59,980	13.22%	\$453,707
2011	\$59,980	13.25%	\$452,679

Petitioner has provided the City with verified income and expense statements for the subject property. After reviewing the income and expense statements, and comparing the implied market value of the subject property with similar properties, the parties reached a settlement in which the pending 2010 and 2011 proceedings would be discontinued without refunds, and the Petitioner would accept an assessment \$41,400 on the 2012 assessment roll, which indicates a market value of \$300,000, based upon the most recent equalization rate of 13.8 percent. The revised assessment would be as follows:

### Revised Assessment

Year	Assessed Value	Eq. Rate	Fair Market Value
2012	\$41,400	13.8%	\$300,000

**CITY OF TROY, LANDLORD  
AND  
LEAH HAINS , TENANT**

For portions of the premises located at

Troy, State of New York

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (the “Agreement” or “Lease”) is dated as of \_\_\_\_\_, 2012 by and between CITY OF TROY, NEW YORK, a Municipal Corporation having an address of City Hall, 1776 6<sup>th</sup> Avenue, Troy, New York 12180 (the “Landlord”) and LEAH HAINS D/B/A ROCK-A-BABY BOUTIQUE having an address of 274 River Street, Troy, NY 12180 (the “Tenant”).

**WITNESSETH**

**WHEREAS**, Landlord is the fee owner of the Leased Premises, as further defined herein;

**WHEREAS**, Tenant desires to lease the Leased Premises from Landlord, and Landlord desires to lease the Leased Premises to the Tenant for the term, at the rental and upon the provisions set forth herein.

**NOW, THEREFORE**, in consideration of the rentals to be paid hereunder and the other mutual covenants and agreements contained herein, the Landlord and Tenant hereby agree as follows:

1. Leased Premises: a portion of the River Triangle Building known as 274 River Street, Troy, New York 12180, together with common use with other tenants of the “Common Areas”).
2. Lease Date: April 1, 2012
3. Term and Termination: The Term of this Lease shall be one year commencing April 1, 2012 and terminating on March 31, 2013.
4. Rent: During the Term hereof, Tenant shall pay to Landlord the following amount of Monthly rental (“Rent”), payable in advance on or before the first day of each corresponding month:

	Amount Due <u>Per Month</u>	Total Annual <u>Rent Due</u>
April 1, 2012 – March 31, 2013	\$ 769.42	\$ 9,233.04

Rent payments are due and payable on the 1st day of the month, for each and every month during the Term of this Lease. Rent payments delivered by Tenant to Landlord later than the tenth (10th) day of the month the Rent payment is due shall be subject to and include a \$250.00 processing and service fee. In the event the Rent payment is not received by the tenth (10<sup>th</sup>) day of the due date, Tenant shall be in breach of this Lease. Upon written notice by the Landlord pursuant to NYS Real Property and Procedures Law section 711, the Tenant shall have three days to cure such breach. In the event the breach is not cured within the specified three days, then Landlord shall have the option to terminate this Lease and all payments will accelerate and all remaining payments under this Lease will be immediately due. Upon termination of this Lease by Landlord, Tenant shall vacate the Leased Premises and deliver possession to the Landlord. Tenant shall not withhold the Rent payments for any reason.

4 (a) If this lease is extended as provided for in paragraph 5 (a) below, then the rent shall increase by the annual Consumer Price Index average change (All Urban Consumers – (CPI-U) U.S. City Average for All Items), published in January of that year for the previous year by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.

5. Lease Expiration: This lease will terminate on March 31, 2013, unless terminated earlier by Landlord for breach.

5 (a) Lease Extension: Within thirty days of the expiration of this lease, tenant may request, in writing, a one year extension. Within fifteen days of receipt of such a request, the City shall notify the tenant in writing if such extension is granted.

6. Rent Deposit: There is no rent deposit.

7. Security Deposit: Landlord is holding a \$769.42 security deposit.

8. Purchase Option: There is no purchase option.

9. Use and Condition of Property: Tenant, upon execution and delivery of this Lease, shall be permitted to use and quietly enjoy the Leased Premises for Tenant's lawful purposes. Tenant shall further enjoy shared use of the Common Areas with other Landlord-approved Tenants of the Building. Tenant shall not store any flammable, combustible or explosive material on or in the Leased Premises. Landlord will have the right to inspect, upon reasonable notice, the Leased Premises at any time to assure that these types of materials are not on site. In the event these materials are on site, Landlord may immediately have them removed at Tenant's expense. TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE LEASED PREMISES, THE COMMON AREAS AND THE BUILDING, GENERALLY, ARE PROVIDED BY THE LANDLORD TO THE TENANT PURSUANT TO THIS LEASE AS-IS AND WITHOUT ANY WARRANTY OR COVENANT AS TO CONDITION OR APPROPRIATENESS FOR TENANT'S INTENDED USE. TENANT FURTHER

ACKNOWLEDGES THAT LANDLORD EXCEPT AS SET FORTH HEREIN BEARS NO RESPONSIBILITY FOR UPKEEP, MAINTENANCE OR REPAIR TO OR FOR THE LEASED PREMISES OR THE BUILDING.

10. Alterations: Tenant agrees not to make any alterations or improvements in or on the Leased Premises without the Landlord's written consent, which shall not be unreasonably withheld. Any alterations or improvements made by the Tenant, after obtaining the Landlord's written permission, shall be paid for at the sole expense of the Tenant. All fixtures, alterations and/or improvements to the Leased Premises or the Building made by the Tenant shall become the sole property of the Landlord upon completion of the Lease or upon the breach of the Lease by the Tenant.
11. Repairs: Tenant shall be responsible for any and all repairs to every part of the Leased Premises, including, but not limited to: the electrical, plumbing, and HVAC systems. All repairs will be done by a professional in the field of the area of repair and done in a quality workmanship manner. Tenant acknowledges that the Leased Premises is in good condition and the Tenant shall make every effort to maintain this quality condition. Landlord shall be responsible for repairs to water & sewer lines and connections to the Building as same may require repair from time to time. Landlord shall also be responsible for repairs to the roof, exterior walls and structural components of the building.
12. Insurance and Hold Harmless Provision: Tenant agrees to maintain throughout the Term, at its sole cost and expense, a policy or policies of against loss or damage to the Premises in the amount of the proportionate share of the space within the Building it occupies against any perils included within the classification of fire, vandalism, explosion, malicious mischief, special extended perils ("all risk") and any risk covered by the so-called Extended Coverage Endorsement (including leasehold improvements). Tenant shall maintain, at its sole costs and expense, a comprehensive general liability policy providing a combined single limit of liability of not less than \$1,000,000 per occurrence naming the Landlord as an additional insured/loss payee. All insurance policies will be issued through an insurance company with an "A" to "AAA" rating and will list the City of Troy, New York as an additional insured and loss payee. Tenant will furnish Landlord a copy of the insurance binder upon taking possession of the premises. In addition, Tenant authorizes Landlord to contact Tenant's insurance agent and agency at any time to verify the coverage required herein. Further, Tenant hereby authorizes Tenant's insurance agent, agency and insurance company to provide all insurance policies, data and information essential to determine that Tenant has the coverage defined herein.
13. Maintenance: Tenant will be responsible for all maintenance with respect to the Leased Premises. Tenant may collaborate with other Landlord-approved tenants of the Building with respect to maintenance obligations. Further, Tenant is responsible for the maintenance and repair in the Building space it occupies of all electrical, phone and HVAC systems, bathrooms, and all personal property or fixtures that Landlord is leaving in the building for Tenant's use. Tenant shall maintain the following in accordance with the terms specified as follows:
  - i Tenant must maintain the structures as reasonably required by the Landlord.

14. Signs: Tenant shall not construct, replace, remove, alter, or add any signs on the Leased Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. This provision does not apply to temporary special event banners and/or signs.
15. Breach: In the event Tenant is in breach of any of the provisions of this Lease other than the provision for Rent contained in paragraph 4 herein, at the Landlord's option, Landlord will notify Tenant in writing that Tenant is in breach. Tenant shall then have ten (10) days to cure the breach, or if the breach is not curable within ten (10) days, Tenant shall take immediate steps to cure the breach and shall persist to accomplish the cure within a reasonable time frame, otherwise, the Lease will terminate and all payments will accelerate and all remaining payments under this Lease will be due, in full, (10) ten days from the day of breach and Tenant shall vacate the Leased Premises and deliver possession to the Landlord. Further, failure of Landlord to notify Tenant of breach and opportunity to cure, in no way implies or expresses any authorization or consent to continue the breach, nor does it waive the breach. In the event that Tenant violates any Federal, State or Local law and/or regulations of same, Landlord, at Landlord's option, may give a thirty-day (30) notice to terminate this Lease and vacate the Leased Premises. This Lease will then terminate and Tenant must vacate within that thirty (30) day period. The Lease payments will accelerate and all payments will be due ten (10) days from notice to vacate. Landlord will make reasonable efforts to relet the Leased Premises and shall return to Tenant the differences in accelerated rent and the rents received from the new tenant(s) during the balance of the accelerated term.
16. Utilities: Further, Tenant understands and agrees that Tenant is responsible to pay for its proportionate share of all utilities, including, but not limited to: electric, gas, cable, phone and water. Tenant may collaborate with other Landlord-approved tenants of the Building with respect to securing and payment for utilities. Landlord will not object to tenant arranging for separate metering. All utility payments must be paid within thirty (30) days of their due date or Tenant is in breach of this Lease and subject to Paragraph 15 herein.
17. Assignment: This Lease may not be sublet or assigned without the prior expressed, written and notarized consent of the Landlord, which consent shall not be unreasonable withheld. In the event the Landlord consents to a sublet or assignment, Tenant's obligation for the rent will continue until the expiration of the Lease regardless of who is subletting from Tenant.
18. Governing Law: This Agreement is to be strictly construed under and governed by the Laws of the State of New York, without regard to its conflicts of laws provisions.
19. Entire Agreement; Incorporation: It is the understanding and agreement, by the parties to this writing, that this is the entire agreement relating to the Leased Premises. Further, this Agreement replaces any and all prior written and/or oral agreements. The Landlord makes no express or implied warranties and/or promises, other than those expressed herein. Further, any additions and/or modifications to this Agreement must be in writing and signed by every party to this original contract. Any rights or obligations not specifically defined herein are prohibited unless agreed to in writing and

signed by the parties to this Agreement.

20. Attorney fees: In the event the Tenant breaches this contract and Landlord engages a lawyer and/or law firm to recover moneys owed for rent, damage or otherwise, Tenant agrees to pay all reasonable legal fees and court costs incurred by the Landlord.
21. Law Compliance: Tenant agrees to comply with the Laws of the United States, the State of New York, the County of Rensselaer, and the City of Troy as are applicable to the Building, Common Areas and/or Leased Premises and/or Tenant's or Subtenant's use of the Building Common Areas and/or Leased Premises as permitted herein. Non-compliance with any of the laws encompassed by the above authorities shall be deemed a breach subject to paragraph (15) herein.
22. Indemnification; Discharge of Liens: Tenant shall defend, indemnify and save harmless Landlord against and from any and all liability, loss, damages, expenses, causes of actions, suits, judgments and claims, including Landlord's reasonable attorney's fees, by or on behalf of any person, governmental authority or any other entity arising from the use or occupancy of the Building, Leased Premises or Common Areas by Tenant or the negligence or willful omissions or wrongdoing of Tenant, its agents, servants or employees, invitees or any concessionaires, subtenants or other persons claiming through or under Tenant. Further, Tenant shall be responsible for the discharge or bonding of any and all mechanics liens filed against the Building and/or Leased Premises relating to work or repairs undertaken at the direction of Tenant within 30 days of filing of lien. Failure by Tenant to discharge or bond over any such lien within 30 days of filing of same shall constitute a breach of this Lease subject to paragraph (15) herein. Landlord reserves the right to cure any such lien or encumbrance and add associated costs to Rent due hereunder, plus 15% per year until paid.
23. Right to Enter: Tenants agrees that the said Landlord and Landlord's agents and other representatives shall have the right to enter into the Building, Common Areas and upon said Leased Premises at all reasonable hours for the purposes of examining same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof, Landlord shall not enter upon the Lease Premises without prior notification to the Tenant except in cases of emergency.
24. Notices: Any notices required under this Lease shall be in writing and shall be deemed sufficiently given if delivered personally or sent by registered or certified mail addressed to the parties at the following addresses:

To the Landlord:  
Corporation Counsel  
Troy City Hall  
1776 Sixth Ave.  
Troy, New York 12180

To the Tenant:  
Leah Hains  
Rock-A-Baby Boutique  
274 River Street  
Troy, New York 12180

25. Severability; Construction: If any provision of this Agreement is deemed void or voidable or illegal by any Court of law having jurisdiction thereof, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full

force and effect as if such severed provision had never been written.

26. Use of Paragraph Headings: The paragraph headings are used for organizational purposes only and in the event of a contractual ambiguity, the contract shall be read as a "whole" to determine the intent of the parties herein.
27. Counterparts: This Lease may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
28. Lease Subordinate: The right of Tenant under the Lease Agreement shall be subject and subordinate to the lien of all present or future mortgages or other encumbrances upon Landlord's fee ownership of the Leased Premises.

IN WITNESS WHEREOF, this Lease has been duly executed by Landlord and Tenant as of the date first above written.

LANDLORD:  
CITY OF TROY, NEW YORK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:  
**LEAH HAINS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND ENTER INTO AN ORDER ON CONSENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION RELATING TO VIOLATIONS OF THE CONDITIONS OF THE CITY'S NYSDEC STATE POLLUTION DISCHARGE ELIMINATION SYSTEM (SPDES) PERMIT NO. NY-0099309 FOR THE 49 CITY OWNED COMBINED SEWER OVERFLOWS.**

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The City of Troy, in City Council, convened, ordains as follows:

Section 1. Per Best Management Practices, BMP #6 of the city's SPDES Permit for the Combined Sewer Overflows (CSOs) "dry weather overflows from the combined sewer system are prohibited. The occurrence of any dry weather overflow shall be promptly abated and reported to the NYSDEC Region 4 office in accordance with 6 NYCRRR Part 750-2.7."

Section 2. It is alleged by the New York State Department of Environmental Conservation that the City of Troy Department of Public Utilities failed to report within 24 hours any of the at least 87 Dry Weather Overflows (DWOs) that occurred between July 31, 2010 and August 1, 2011.

Section 3. The Mayor is authorized to enter the above order on consent pursuant to the terms and in the amount identified in the attached Order on Consent.

Section 4. The Comptroller is authorized and directed to make, issue and countersign the required drafts as outlined in the Order on Consent said sums to be payable out of the appropriate payroll account.

Section 5. This Ordinance shall take effect immediately.

Approved as to form, February 2, 2012

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Ian H. Silverman, Corporation Counsel

## Memorandum in Support

**Title:** Ordinance Authorizing the Mayor to execute and enter in an Order on Consent with the New York State Department of Environmental Conservation relating to violations of the conditions of the City's NYSDEC State Pollution Discharge Elimination System (SPDES) Permit No. NY-0099309 for the 49 City owned Combined Sewer Overflows (CSOs). The Order on Consent is for the City of Troy, the City of Rensselaer and the Rensselaer county Sewer District # 1.

**Summary of Provisions:** This request for action by the City Council authorizes the Mayor to execute and enter into an Order on Consent with the New York State Department of Environmental Conservation for violations to the conditions of the City's SPDES Permit No. NY-0099309 for the Combined Sewer Overflows (CSOs). Per Best Management Practice, BMP #6 of the permit: "dry weather overflows from the combined sewer system are prohibited. The occurrence of any dry weather overflow shall be promptly abated and reported to the NYSDEC Region 4 office in accordance with 6 NYCRR Part 750-2.7". The Order on Consent includes a penalty of \$25,000 payable to the NYSDEC, an Environmental Benefit Project of \$80,000 to be shared equally by the City with the City of Rensselaer and the RCSD # 1 and a Schedule of Compliance to develop with the City of Rensselaer and the RCSD # 1 a maintenance and inspection program, an Inter Municipal Agreement and an Asset Management Plan for the City's combined sewer system.

**Present Law:** N/A

**Purpose:** The City of Troy, with 49 outfalls which discharge to the Hudson River, is like hundreds of older cities in the United States which are faced with compliance of the United States Environmental Protection Agency's (USEPA) Combined Sewer Overflows (CSOs) Policy (April 1994). The City has been working toward that goal for years and last year, in cooperation with the Albany Water Board, the City of Cohoes, the Village of Green Island, the City of Rensselaer and the City of Watervliet, which are collectively known as the Albany Pool Communities submitted the required CSOs Long Term Control Plan (LTCP) to the NYSDEC. The conditions of the Order on Consent and the LTCP will allow the City to further meet compliance with the USEPA CSO Policy and the referenced City's NYSDEC SPDES permit.

**Fiscal Impact:** N/A.

**Council Committee:** Finance



## Inter-Office Memorandum

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To: Ian H. Silverman, Esq.

From: Neil R. Bonesteel, P.E., CWPO *NRB*

Subject: NYSDEC Order of Consent - SPDES Permit No. 0099309 CSOs

Date: January 12, 2012

Previously, information regarding a proposed Order of Consent with the New York State Department of Conservation (NYSDEC) for violation of the City's State Pollution Discharge Elimination System (SPDES) Permit No. 0099309 for the Combined Sewer Overflows (CSOs) was forwarded to your office. I respectfully request that you review the information and prepare legislation for the City Council which would authorize the Mayor to execute and enter into an Order of Consent with the NYSDEC for the Combined Sewer Overflows (CSOs).

### **Combined Sewer Systems General Information**

Combined Sewer Systems combine sanitary wastewater and stormwater runoff within common sewer lines. Since most sewer systems were designed in this manner before World War II, many older communities, including Troy, have this system in place. During some rainstorms, when the Wastewater Treatment Plants (WWTPs) and the Interceptor Main conveying the wastewater to the WWTP reach treatment capacity, the combined sewer system discharges untreated combined sewage directly into the river. This is called a Combined Sewer Overflow (CSO). The City has 49 such CSOs.

In 1994, the EPA adopted a CSO Control Policy, under the Clean Water Act, which required municipalities with Combined Sewer Systems to prepare and implement Long Term Control Plans (LTCPs) to control discharges and mitigate the impacts of CSOs. The CSO Control policy is being implemented in New York State through the State Pollutant Discharge Elimination System (SPDES) permitting program. The City has SPDES Permit No. 0099309 for the CSOs.

### **Long Term Control Plan**

Since 2003 the City has been working with the Cities of Albany, Cohoes, Watervliet, Rensselaer and the Village of Green Island on a \$5.5 million project for the CSO Policy required Long Term Control Plan (LTCP). That plan was delivered to the NYSDEC in June of last year. They have been reviewing it and meetings are expected to commence in the near future for the implementation of the LTCP. The City's expected share will be about \$30 to \$35 million. The Albany and Rensselaer county Sewer Districts have also been working with us on the project.

### **Order on Consent**

Parallel to the LTCP project, for nearly two years, the City, along with the City of Rensselaer and the Rensselaer County Sewer District have been negotiating an Order of Consent regarding violations of each entities SPDES permit involving dry weather overflows (DWOs) to the river. While we have been disputing the numbers of violations, there have been some and it makes sense for the City to discontinue the dispute and enter into the Order of Consent with the NYSDEC. The three main components of the Consent Order are a \$25,000 penalty, an Environmental Benefit Project of \$80,000 to be shared by the three entities and Schedule of Compliance which includes an Inspection and Maintenance Program and an Inter Municipal Agreement for the three entities and an Asset Management Plan for the City's Combined Sewer System. The Schedule of Compliance is to address the issues which caused the DWOs.

The penalty of \$25,000 is very reasonable compared with the potential penalty that DEC could have levied under the statues and compared to what some other communities have been faced with. The goal of the Consent Order is to allow the City to work with the NYSDEC to bring the City into compliance with the USEPA CSO Control Policy and the City's SPDES Permit No. 0099309. The Consent Order affords the City some protection from lawsuits by outside parties while the Consent Order is in effect.

Again, I respectfully request that legislation for the Consent Order be prepared and brought to the City Council at an upcoming meeting. If you, the Mayor or the Council require additional information, please contact me.

Cc: L. Rosamilia, Mayor  
P. Ryan, Deputy Mayor  
J. Mazzariello, Acting Comptroller  
B. Bradley, Superintendent of Water and Sewers  
C. Wheland, Ass't Operations Manager



# CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

ONE PARK PLACE, SUITE 102, ALBANY, NY 12205

TEL: 518/453-0850

FAX: 518/453-0856

FTZ #121

WEB SITE AT <http://cdrpc.org>

E-MAIL: [cdrpc@cdrpc.org](mailto:cdrpc@cdrpc.org)

## NEWS RELEASE

**For Immediate Release**

October 26, 2009

**Contact**

Deb Shannon • 518-453-0850

### **Albany Pool Communities Combined Sewer Overflow Long Term Control Plan Public Meeting**

The Albany Pool Communities will host a second public meeting on November 10, 2009 at 7pm in the Bulmer Communications Building, Hudson Valley Community College.

There will be a presentation describing the results of the Hudson River water quality sampling program and the Combined Sewer System baseline conditions modeling findings.

Members of the general public, government, and the media are invited to attend.

#### **Combined Sewer Systems General Information**

Combined Sewer Systems combine sanitary wastewater and stormwater runoff within common sewer lines. Since most sewer systems were designed in this manner before World War II, many older communities have this system in place.

During some rainstorms, when the Wastewater Treatment Plants reach treatment capacity, the combined sewer system discharges untreated combined sewage directly into the river. This is called a Combined Sewer Overflow (CSO).

In 1994, the EPA adopted a CSO Control Policy, under the Clean Water Act, which required municipalities with Combined Sewer Systems to prepare and implement Long Term Control Plans (LTCPs) to control discharges and mitigate the impacts of CSOs. The CSO Control policy is being implemented through the National Pollutant Discharge Elimination System (NPDES) permitting program. In New York State, a State Pollutant Discharge Elimination System (SPDES) replaces the NPDES permit with the NYS Department of Environmental Conservation overseeing the SPDES permits.

#### **Albany Pool Communities Project Information**

The City of Albany, City of Cohoes, Village of Green Island, City of Rensselaer, City of Troy and City of Watervliet are required, as a condition of their 2005 SPDES permit renewals, to submit a draft LTCP to the NYS Department of Environmental Conservation. These communities joined together, as the Albany Pool Communities, to prepare a single intermunicipal LTCP with CDRPC as the Project Manager. A consultant team, known as the Albany Pool Joint Venture Team (APJVT), has been formed by CHA Inc., Malcolm Pirnie and CDM to prepare the LTCP.

Approximately \$3 million of the \$5.3 million needed to prepare the LTCP has been provided by NYSDEC and NYS Department of State with the remaining costs being borne by the communities. By creating a single LTCP, the communities have avoided the duplicative costs associated with water quality testing and modeling. In addition, the

Albany Pool communities, by working cooperatively, have the opportunity to consider more creative mitigation options that otherwise might not be possible. With the modeling and sampling work completed, alternative mitigation measures, along with their potential costs, are currently being evaluated.

Over the past year, the APJVT, communities and the sewer districts have monitored and sampled the Hudson River and its tributaries for bacteria and other parameters that will be used to evaluate the impact of CSO on water quality standards. Models were also developed for the Wastewater Treatment Plants, their interceptor sewers, regulators and CSOs. These models simulate the combined sewage flow to predict the frequency and volume of CSOs. The models will be used to evaluate the effects of potential mitigation strategies.

Although the Albany Pool Communities are responsible for preparing a Long Term Control Plan, surrounding communities that connect into the Combined Sewer System may also be impacted by the Plan. As such, these communities have been invited to participate as members of the Citizens Advisory Committee and are being kept informed as the study progresses through its various phases of development.



## Inter-Office Memorandum

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To: Ian H. Silverman, Esq.

From: Neil R. Bonesteel, P.E., CWPO *NRB*

Subject: NYSDEC Order of Consent - SPDES Permit No. 0099309 CSOs

Date: January 12, 2012

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In 1994, the EPA adopted a CSO Control Policy, under the Clean Water Act, which required municipalities with Combined Sewer Systems to prepare and implement Long Term Control Plans (LTCPs) to control discharges and mitigate the impacts of CSOs. The CSO Control policy is being implemented in New York State through the State Pollutant Discharge Elimination System (SPDES) permitting program. The City has SPDES Permit No. 0099309 for the CSOs.

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Since 2003 the City has been working with the Cities of Albany, Cohoes, Watervliet, Rensselaer and the Village of Green Island on a \$5.5 million project for the CSO Policy required Long Term Control Plan (LTCP). That plan was delivered to the NYSDEC in June of last year. They have been reviewing it and meetings are expected to commence in the near future for the implementation of the LTCP. The City's expected share will be about \$30 to \$35 million. The Albany and Rensselaer county Sewer Districts have also been working with us on the project.

### **Order on Consent**

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The penalty of \$25,000 is very reasonable compared with the potential penalty that DEC could have levied under the statues and compared to what some other communities have been faced with. The goal of the Consent Order is to allow the City to work with the NYSDEC to bring the City into compliance with the USEPA CSO Control Policy and the City's SPDES Permit No. 0099309. The Consent Order affords the City some protection from lawsuits by outside parties while the Consent Order is in effect.

Again, I respectfully request that legislation for the Consent Order be prepared and brought to the City Council at an upcoming meeting. If you, the Mayor or the Council require additional information, please contact me.

Cc: L. Rosamilia, Mayor  
P. Ryan, Deputy Mayor  
J. Mazzariello, Acting Comptroller  
B. Bradley, Superintendent of Water and Sewers  
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## NEWS RELEASE

**For Immediate Release**

October 26, 2009

**Contact**

Deb Shannon • 518-453-0850

### **Albany Pool Communities Combined Sewer Overflow Long Term Control Plan Public Meeting**

The Albany Pool Communities will host a second public meeting on November 10, 2009 at 7pm in the Bulmer Communications Building, Hudson Valley Community College.

There will be a presentation describing the results of the Hudson River water quality sampling program and the Combined Sewer System baseline conditions modeling findings.

Members of the general public, government, and the media are invited to attend.

#### **Combined Sewer Systems General Information**

Combined Sewer Systems combine sanitary wastewater and stormwater runoff within common sewer lines. Since most sewer systems were designed in this manner before World War II, many older communities have this system in place.

During some rainstorms, when the Wastewater Treatment Plants reach treatment capacity, the combined sewer system discharges untreated combined sewage directly into the river. This is called a Combined Sewer Overflow (CSO).

In 1994, the EPA adopted a CSO Control Policy, under the Clean Water Act, which required municipalities with Combined Sewer Systems to prepare and implement Long Term Control Plans (LTCPs) to control discharges and mitigate the impacts of CSOs. The CSO Control policy is being implemented through the National Pollutant Discharge Elimination System (NPDES) permitting program. In New York State, a State Pollutant Discharge Elimination System (SPDES) replaces the NPDES permit with the NYS Department of Environmental Conservation overseeing the SPDES permits.

#### **Albany Pool Communities Project Information**

The City of Albany, City of Cohoes, Village of Green Island, City of Rensselaer, City of Troy and City of Watervliet are required, as a condition of their 2005 SPDES permit renewals, to submit a draft LTCP to the NYS Department of Environmental Conservation. These communities joined together, as the Albany Pool Communities, to prepare a single intermunicipal LTCP with CDRPC as the Project Manager. A consultant team, known as the Albany Pool Joint Venture Team (APJVT), has been formed by CHA Inc., Malcolm Pirnie and CDM to prepare the LTCP.

Approximately \$3 million of the \$5.3 million needed to prepare the LTCP has been provided by NYSDEC and NYS Department of State with the remaining costs being borne by the communities. By creating a single LTCP, the communities have avoided the duplicative costs associated with water quality testing and modeling. In addition, the

Albany Pool communities, by working cooperatively, have the opportunity to consider more creative mitigation options that otherwise might not be possible. With the modeling and sampling work completed, alternative mitigation measures, along with their potential costs, are currently being evaluated.

Over the past year, the APJVT, communities and the sewer districts have monitored and sampled the Hudson River and its tributaries for bacteria and other parameters that will be used to evaluate the impact of CSO on water quality standards. Models were also developed for the Wastewater Treatment Plants, their interceptor sewers, regulators and CSOs. These models simulate the combined sewage flow to predict the frequency and volume of CSOs. The models will be used to evaluate the effects of potential mitigation strategies.

Although the Albany Pool Communities are responsible for preparing a Long Term Control Plan, surrounding communities that connect into the Combined Sewer System may also be impacted by the Plan. As such, these communities have been invited to participate as members of the Citizens Advisory Committee and are being kept informed as the study progresses through its various phases of development.

**ORDINANCE APPROVING SETTLEMENT OF CERTIORARI PROCEEDINGS  
INSTITUTED BY VARIOUS PROPERTY OWNERS LOCATED IN THE CITY OF  
TROY AND ON THE ASSESSMENT ROLL OF THE CITY OF TROY**

---

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

Columbia Street Associates, LLC

101.37-3-3  
(2 King Street)

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to prepare new tax bills in the proper form based on the above referenced assessments and shall further authorize the Department of Finance and the City of Troy to revise the 2012 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form,

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Ian H. Silverman, Corporation Counsel

## MEMORANDUM IN SUPPORT

TAXPAYER: Columbia Street Associates, LLC  
PROPERTY: 2 King Street, (SBL No. 101.37-3-3)  
ATTORNEY: Dreyer Boyajian LLP

Taxpayer Hudson Columbia Street Associates has challenged the 2010 and 2011 assessed values of property it owns at 2 King Street, a vacant office building in deteriorating condition that is currently used for storage.

The assessment history of the property is as follows:

Year	Assessed Value	Eq. Rate	Fair Market Value
2010	\$59,980	13.22%	\$453,707
2011	\$59,980	13.25%	\$452,679

Petitioner has provided the City with verified income and expense statements for the subject property. After reviewing the income and expense statements, and comparing the implied market value of the subject property with similar properties, the parties reached a settlement in which the pending 2010 and 2011 proceedings would be discontinued without refunds, and the Petitioner would accept an assessment \$41,400 on the 2012 assessment roll, which indicates a market value of \$300,000, based upon the most recent equalization rate of 13.8 percent. The revised assessment would be as follows:

### Revised Assessment

Year	Assessed Value	Eq. Rate	Fair Market Value
2012	\$41,400	13.8%	\$300,000

**ORDINANCE APPROVING SETTLEMENT OF CERTIORARI PROCEEDINGS  
INSTITUTED BY VARIOUS PROPERTY OWNERS LOCATED IN THE CITY OF  
TROY AND ON THE ASSESSMENT ROLL OF THE CITY OF TROY**

---

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

Samaritan Professional Building Associates LLC	101.48-3-2.2/1 (2231 Burdett Ave.)
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Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to prepare new tax bills in the proper form based on the above referenced assessments and shall further authorize the Department of Finance and the City of Troy to revise the 2012 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form,

---

Ian H. Silverman, Corporation Counsel

## MEMORANDUM IN SUPPORT

TAXPAYER: Samaritan Professional Building Associates, LLC  
PROPERTY: 2231 Burdett Ave., (SBL No. 101.48-3-2.2/1)  
ATTORNEY: Martin Shudt Wallace Dilorenzo & Johnson

Taxpayer Samaritan Professional Building Associates has challenged the 2010 and 2011 assessed values of property it owns at 2231 Burdett Ave., a medical office building.

The assessment history of the property is as follows:

### Columbia Street Associates LLC

Year	Assessed Value	Eq. Rate	Fair Market Value
2010	\$713,380	13.22%	\$5,396,218
2011	\$713,380	13.25%	\$5,384,000

Petitioner has provided the City with verified income and expense statements for the subject property. Petitioner filed an appraisal report with the court clerk and was ready to proceed to trial on January 18, 2012, but accepted a settlement proposal from the City based upon the appraisal report. The appraisal report was prepared by Jacqueline Conti of Conti Appraisal & Consulting, and supported a market value of \$1,370,000. The appraisal was based upon actual income and expenses of the subject property, and comparable sales of similar buildings in the City of Troy.

Under the terms of the settlement, the pending 2010 and 2011 proceedings will be discontinued without refunds, and the Petitioner would accept an assessment \$193,200 on the 2012 assessment roll, which indicates a market value of \$1,400,000, based upon the most recent equalization rate of 13.8 percent. The revised assessment would be as follows:

### Revised Assessment

Year	Assessed Value	Eq. Rate	Fair Market Value
2012	\$193,200	13.8%	\$1,400,000

**ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT:  
WILLIAM MCINERNEY V. CITY OF TROY**

---

The City of Troy, in City Council, convened, ordains as follows:

Section 1. On December 20, 2011, the City of Troy was served with a Notice of Claim and Notice of Intention to Commence an Action Thereon by William McInerney, for services provided with respect to the Claimant serving as Executive Secretary of the Electrical Board. A copy of the Notice of Claim is attached hereto as Schedule "A" and made a part hereof.

Section 2. The City of Troy Council authorizes the office of the Mayor to settle the above litigation pursuant to the terms and in the amount identified in the attached Memorandum of Support. The Corporation Counsel shall obtain a Stipulation of Discontinuance and General Release in full satisfaction of the claim prior to payment.

Section 3. The Comptroller be and hereby is authorized and directed to make, issue and countersign a draft as outlined above, said sum to be payable out of the Judgments and Claims Account.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, February 2, 2012

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Ian H. Silverman, Corporation Counsel

## MEMORANDUM IN SUPPORT

On December 20, 2011, the City of Troy was served with a Notice of Claim and Notice of Intention to Commence an Action Thereon by William McInerney for services provided with respect to the Claimant serving as Executive Secretary of the Electrical Board.

Mr. McInerney was employed by the City of Troy as its City Clerk from January of 2008 until his resignation on August 1, 2011. Pursuant to the City of Troy Code of Ordinances §148-2 there shall be a Board of Examiners. Further, pursuant to §148-2 (C) “*the secretary shall be the City Clerk or the designee of the City Clerk.*” Emphasis and italics added. Finally, pursuant to §148-2 (B) “each member of the examining board shall receive a fee of \$500 a year *and the secretary of the Board shall receive \$1,000 a year.*” Emphasis and italics added.

There is no dispute that Mr. McInerney served in this role during the course of his employment from January of 2008 until his resignation on August 1, 2011. Further, there can be no dispute that Mr. McInerney has not received payment for these services provided.

Although the Mayor proposed a budget eliminating funding for this position and the City Council approved such changes as part of approving the overall budget. However, no action was ever taken to change the language of the City Code referenced above which expressly provides that the City Clerk shall serve as secretary to the Board of Examiners and receive \$1,000 a year for his services. As such, Mr. McInerney is entitled to compensation for services rendered. However, because Mr. McInerney resigned from his position on August 1, 2011 he is not entitled to compensation for the months of August 2011 through December 2011. As such, Mr. McInerney should be awarded \$3,583.33 which represents three full years of pay from 2008 through 2010 for his service as secretary to the Board of examiners and seven months of pay pro rated from January 2011 up to the date of Mr. McInerney’s resignation on August 1, 2011.

## Stipulation of Discontinuance and General Release

THIS RELEASE IS made the \_\_\_\_ day of \_\_\_\_\_, 2012, by William McInerney

### WITNESSETH:

NOW, THEREFORE, and in consideration of the promises and of the sum of \$3,583.33 to be paid by the City of Troy to William McInerney, without interest; William McInerney does hereby release and forever discharge the said City of Troy, New York and the officers, agents, servants, employees and departments of said City of Troy, and from any and all manner of actions, claims, demands, causes of action, suits, sums of money, damages and judgments whatsoever, in law or in equity, which against the said City of Troy its officers, agents, servants, employees and departments the parties of the first part ever had, now have, or which the parties of the first part and their heirs, successors and assigns hereafter can, shall or may have for, upon or by reason of any matter, cause, thing, or negligence whatsoever, and, including, but without limiting the generality of the foregoing, the matters, demands, claims and things pertaining to thr December 20, 2011, Notice of Claim and Notice of Intention to Commence an Action Thereon served on the City of Troy by William McInerney for services provided with respect to the Claimant serving as Executive Secretary of the Electrical Board from January of 2008 until his resignation on August 1, 2011.

For the purpose of procuring settlement as aforesaid the parties of the first part represent and state that they have no other claim, individually or otherwise, for damages arising from any source whatsoever against the City of Troy.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

---

, by: \_\_\_\_\_, authorized officer

STATE OF NEW YORK)  
CITY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber personally came to me William McInerney, who executed the foregoing instrument, and he duly acknowledged that he executed same.

---

Notary Public

ORD. #7

**ORDINANCE AMENDING THE 2010-2011 CDBG PROGRAM PLAN TO  
ALLOW FOR THE REALLOCATION OF CERTAIN FUNDS WITHIN THE  
CDBG BUDGET**

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The City of Troy, convened in the City council, ordains as follows:

Section 1. The 2010-2011 CDBG Budget is hereby amended to allow for the reallocation and transfer of certain CDBG fund within its respective budget year as provided in schedule "A" entitled:

**"CDBG Budget Transfer"**

Which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form,

---

Ian Silverman, Corporation Counsel

**City of Troy**  
**City Council Action**  
**Memorandum In Support**

**TITLE:** Ordinance amending the 2010-2011 CDBG Budget.

**SUMMARY OF PROVISIONS:** This legislation will allow for the reallocation of certain CDBG and Home Program funds within their respective budgets

**PRESENT LAW:** N/a.

**PURPOSE:** Reallocation of CDBG funds from current year budget lines to another to augment a current account that will provide for additional funds needed for the repairs and or installation of new fixtures at the knickerbacker Pool bathroom as well at the Prospect Park Pool bathroom facility.

**FISCAL IMPACT:** N/a

**COUNCIL COMMITTEE:** Finance

# **SCHEDULE A**

## **CDBG BUDGET TRANSFERS**

<b>Account No.</b>	<b>Description</b>	<b>Original Budget**</b>	<b>Change ( + / - )</b>	<b>Revised Budget</b>
<b>Community Development 2010-2011 Program Year</b>				
<b>CD.2010.0400.2000.3006</b>	Frear Park Pavilion Account	\$38,000.00	<b>(\$33,378.57)</b>	\$4,621.43
<b>CD.2010.0400.2000.3015</b>	Frear Park Fountain	\$22,020.00	<b>(\$12,795.81)</b>	\$9,224.19
<b>CD.2010.0400.2000.3010</b>	Knickerbacker Pool Bathroom	\$18,000.00	<b>\$14,342.00</b>	\$32,342.00
<b>CD.2010.0400.2000.3012</b>	Prospect Park Pool Bathroom	\$10,000.00	<b>\$31,832.38</b>	\$41,832.38
			<b><u>\$0.00</u></b>	

**RES. #1**

**RESOLUTION APPOINTING COMMISSIONERS OF DEEDS FOR THE CITY OF  
TROY**

---

BE IT RESOLVED, that the City Council hereby appoints the following persons, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for a two year term. .

Jamison A. Facteau  
Vickie L. Halse  
Mary Ann Jewett

Approved as to form, January 13, 2012

---

Ian H. Silverman, Corporation Counsel



COMMISSIONER OF DEEDS  
Application for Appointment

State of New York  
Rensselaer County  
City of Troy

To the City Clerk of the City of Troy, New York:

I, JAMISON A. FACTEAU (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

1. I am a citizen of the United States, and
2. I am 35 years of age and
3. Check one

1. I maintain my fixed and permanent residence at (print address)

614 7<sup>th</sup> AVE TROY NY 12182  
in the City of Troy, New York,

2. I maintain an office or place of business in the City of Troy, at (print address)

And I maintain my fixed and permanent residence at

\_\_\_\_\_ in  
(town/village) in Rensselaer County.

Applicant sign full name here \_\_\_\_\_

On this 4<sup>th</sup> day of JANUARY, 2012, before me appeared

JAMISON A FACTEAU, to me known to be the same person described in and who executed the foregoing instrument and he/she duly acknowledged to me that he/she executed the same and that the information contained therein is true and accurate.

Vickie Halse  
Notary Public or Commissioner of Deeds

VICKIE HALSE  
Commissioner of Deeds  
Qualified in Rensselaer County  
Commission Expires 01/31/2012

Approved on 1/5, 2012

Michele DeLeon  
Troy City Clerk

Proof of Residency:

OFFICE USE ONLY

Valid NYS drivers or non drivers license within city limits of Troy

Valid NYS drivers or non drivers license in Rensselaer County  
Business Card or Work ID

Pay stub

COMMISSIONER OF DEEDS  
Application for Appointment

State of New York  
Rensselaer County  
City of Troy

To the City Clerk of the City of Troy, New York:

I, VICKIE L. HULSE (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

1. I am a citizen of the United States, and
2. I am 58 years of age and
3. Check one

1. I maintain my fixed and permanent residence at (print address)  
326 THIRD ST. A-3  
in the City of Troy, New York,

2. I maintain an office or place of business in the City of Troy, at \_\_\_\_\_ (print address)  
And I maintain my fixed and permanent residence at \_\_\_\_\_ in \_\_\_\_\_ (town/village) in Rensselaer County.

Applicant sign full name here

Vickie L. Hulse

On this 4<sup>th</sup> day of January, 2012, before me appeared

Vickie L. Hulse, to me known to be the same person described in and who executed the foregoing instrument and he/she duly acknowledged to me that he/she executed the same and that the information contained therein is true and accurate.

~~Notary Public or Commissioner of Deeds~~

JAMISON FACTEAU  
Commissioner of Deeds  
Qualified in Rensselaer County  
Commission Expires 01/31/2012

Approved on 1/5, 2012

Michelle DeLaur  
Troy City Clerk

Proof of Residency:

OFFICE USE ONLY

- Valid NYS drivers or non drivers license within city limits of Troy
- Valid NYS drivers or non drivers license in Rensselaer County  
\_\_\_\_\_ Business Card or Work ID  
\_\_\_\_\_ Pay stub

**RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE A PARKING AGREEMENT WITH RENSSELAER COUNTY  
PROBATION DEPARTMENT**

---

WHEREAS, Rensselaer County desires to extend its parking agreement with the City of Troy for twelve (12) parking spaces at the Fifth Avenue parking garage for use by the office of the Rensselaer County Probation

NOW THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a Parking Agreement with Rensselaer County for the rental of twelve (12) parking spaces at the Fifth Avenue Parking Garage and said Agreement will be in substantial compliance with the Agreement attached hereto and made a part hereof.

Approved as to form, February 2, 2012

---

Ian H. Silverman, Corporation Counsel

## FIFTH AVENUE PARKING AGREEMENT

**THIS AGREEMENT** (the "Parking Agreement") is made as of the day of \_\_\_\_\_, 2012 by and between **THE CITY OF TROY, NEW YORK** (hereinafter referred to as "City") a municipal corporation with offices located at One Monument Square, Troy, New York, and the **COUNTY OF RENSSELAER, NEW YORK**, (, hereinafter referred to as the "County"), a municipal corporation with offices located at the Ned Pattison Government Center, 1600 Seventh Avenue, Troy, New York, 12180).

**WHEREAS**, the County has agreed with the City to lease certain parking spaces from the City at the City owned **Fifth Avenue Parking Garage** in order to provide parking for the Rensselaer County Government Probation Department;

**NOW, THEREFORE**, the parties agree as follows:

1. Parking Spaces. The City agrees to lease to the County twelve (12) parking space s at the Fifth Avenue Garage for the use by the probation Department of Rensselaer County Government.

2. Rent. (a) Each month the County shall pay the City the sum of **SIX HUNDRED AND XX/100 (\$600.00) DOLLARS** (based upon the sum \$50 .00 per parking space per month), payable in monthly or annual installments.

(b) Payment shall be in advance and where payment is monthly the City shall receive it by the first day of the month. Should both parties agree to an advance annual payment, payment in full shall be received by the end of the first month of that contract period.

3. Term. The term of this agreement shall be effective \_\_\_\_\_, 2012 through \_\_\_\_\_, 2012. This agreement may be renewed for one (1) successive twelve (12) month period at the same rental rates as stated herein. Renewal shall be upon further written notice to the City by the County, but no less than sixty (60) days prior to expiration of the lease.

4. Use. The parking made available shall be for the benefit of those individuals identified in paragraph "1" of this agreement . The parking spaces being leased shall only be occupied by those vehicles displaying the permit issued by the City.

5. Assignment. This lease may not be assigned by the County.

6. Default. The County shall be in default in its obligation to remit on a timely basis the parking payments established under paragraph "2" of this agreement, wherever such rent is unpaid more than forty-five (45) days following the date upon which payment was due. In the event that County is in default then the entire amount of the rent to be paid under the terms of this lease shall become immediately due and payable and the City shall have the right to sue the County in any court having jurisdiction for any unpaid rent.

7. Compliance. The County agrees to comply with all rules and regulations of the City applying to the issuance of parking permits and the use of said lot. The City parking permit issued to the County for use by those individuals identified in paragraph "1" of this agreement must be visibly displayed in the vehicle.

8. Miscellaneous. (a) All notices hereunder shall be in writing and shall be given by either personal delivery or by certified mail, return receipt requested. Notice shall be deemed given upon delivery if given by delivery and upon mailing if given by mail.

(b) This agreement represents the entire agreement between the parties relating to the subject matter hereof and may not be amended or modified except by a writing subscribed by both parties.

(c) This agreement shall be binding upon the parties, their successors and assigns, and governed by the Law of the State of New York.

Approved as to form:

**THE CITY OF TROY, NEW YORK**

\_\_\_\_\_  
Ian Silverman  
Corporation Counsel  
City of Troy, New York

By: \_\_\_\_\_  
Louis A. Rosamilia  
Mayor

Approved as to form:

**COUNTY OF RENSSELAER**

\_\_\_\_\_  
Stephen A. Pechenik  
County Attorney  
County of Rensselaer, New York

By: \_\_\_\_\_  
Kathleen M. Jimino  
County Executive

**RESOLUTION AUTHORIZING ISSUANCE OF A COMMERCIAL LESSOR'S  
BINGO LICENSE TO BINGO GREEN, INC., D/B/A "TROY ATRIUM BINGO"**

---

WHEREAS, Bingo Green, Inc. has, pursuant to the General Municipal Law, filed an application asking that the City issue a commercial lessor's Bingo license; and

WHEREAS, it appears that Bingo Green, Inc., has satisfied all the requirements to have a commercial lessor's bingo license issued to it.

NOW THEREFORE, IT IS DETERMINED THAT, there exists a public need, and public advantage will be served by the issuance of a commercial lessor's bingo license to Bingo Green, Inc.; and

IT IS FURTHER RESOLVED, that the City Clerk of the City of Troy on behalf of the City Council of the City of Troy shall issue a commercial lessor's bingo license to Bingo Green, Inc., permitting it to lease space to qualified organizations to conduct bingo games within the City of Troy, as more particularly set forth in its application file requesting such a license issue, all in compliance with and under the restrictions contained in the General Municipal Law of the State of New York;

AND IT IS FURTHER RESOLVED, that said license shall be valid for a period of not more than one year from the date of its first issuance;

AND IT IS FURTHER RESOLVED, that if at the end of the licensed period Bingo Green, Inc. shall decide to apply for a renewal of its license, said renewal application shall come before the City Council for renewal and shall not be issued merely upon the approval of the City Bingo Inspector.

Approved as to form, February 2, 2012

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Ian H. Silverman, Corporation Counsel



**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN AGREEMENT WITH THE MOHAWK HUDSON HUMANE SOCIETY**

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BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute an Agreement with the Mohawk Hudson Humane Society in substantial conformance with the contract attached hereto and made a part hereof.

Approved as to form, January 13, 2012

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Ian H. Silverman, Corporation Counsel

# VETERINARY SERVICES AGREEMENT

WHEREAS, in accordance with Article 7, Section 115 of the New York State Agriculture and Markets Law, the City of Troy, New York (hereinafter MUNICIPALITY), a duly incorporated municipality, with its principal office located at City Hall, 1776 Sixth Avenue, Troy, New York 12180 is in need of veterinary services for the care of dogs that are seized by the Troy Animal Control Officer (hereinafter ACO), and

WHEREAS, the Troy Veterinary Hospital (hereinafter VET HOSPITAL), located at 840 Hoosick Road, Troy, New York 12180, is veterinary clinic with available shelter space for lease by Troy, for veterinary care of dogs and small animals seized by Troy, pursuant to Article 7, Section 115 of the New York State Agriculture and Markets law (hereinafter LAW) and the Vet Hospital's shelter space meets the standards for care of seized dogs as set forth in Title 1 NYCRR Part 77 of the New York State Agriculture and Markets Law;

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

## ARTICLE I

- 1.) The VET HOSPITAL will provide and maintain a shelter service for dogs seized by MUNICIPALITY under Section 118 of the LAW, and will properly care for all dogs surrendered, and will provide appropriate medical services, and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in the LAW.
- 2.) The VET HOSPITAL shall maintain appropriate medical records for all dogs brought to the VET HOSPITAL for treatment and shall make said records available to the MUNICIPALITY upon request.
- 3.) The VET HOSPITAL agrees to invoice the MUNICIPALITY every thirty-days (30) for all services rendered within the previous thirty-day (3) period. The MUNICIPALITY agrees to submit payment for services to the VET HOSPITAL within thirty-days (30) of receipt of invoice.
- 4.) The fees charged by the VET HOSPITAL shall substantially comply with the following general categories of services; Professional, Medical, Vaccinations Canine, Vaccinations Feline, In-House Lab Work, Laboratory Services, In-Hospital Professional, Neuter / Spay, Surgery, Diagnostic Procedures, Hospitalization, Flea / Heartworm, Euthanasia. All other medical expenses that do not substantially comply with the BASIC SERVICE PRICING listed shall be charged separately on a case by case basis.

## BASIC SERVICES PRICING:

- a. Examination fee and records: \$45.00
- h. Emergency Charge (Latham location) after hours injured animals: \$80.00
- c. Hospitalization/Boarding charges: \$24.00 per day — Canine  
\$17.00 per day — Feline

5.) At the appropriate facility under the direction of the VET HOSPITAL, the MUNICIPALITY ACO shall be provided with 24 hours access for situations requiring immediate medical - attention after normal business hours.

- d. Rabies Vaccination: \$20.00

- e. Euthanasia: \$40.00
- f. Cremation: \$65.00

6.) Policies for Stray / Abandoned Animals delivered by City of Troy Animal Control Officer

- a. VET HOSPITAL will hold any stray animals for the required period of time by law or per the ACO's instructions.
- b. At the conclusion of the holding period, the ACO will be required to authorize euthanasia or release to the VET HOSPITAL for adoption.
- c. Any medical procedure requiring major expense must be first approved by the ACO or appropriate City official before the procedure is performed.
- d. In the event that an animals owner is located, the owner will be liable for all charges incurred.
- e. All animals must poses current rabies vaccine or proof thereof before the animal can be released to the owner.
- f. The ACO must approve the release of an animal back to the owner.
- g. All dogs must be licensed before being released.

ARTICLE II

- 1.) This Agreement shall become effective on \_\_\_\_\_, 2012 and shall continue in effect until \_\_\_\_\_, 2012 notwithstanding the foregoing, either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice of such termination.
- 2.) If any term or provision of the Agreement or the application thereof to any person, firm or corporation or circumstances shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on page one of this Agreement;

By: \_\_\_\_\_  
Louis Rosamilia, Mayor  
City of Troy

Date:

By: \_\_\_\_\_  
Richard H. Drumm, DVM PC  
Troy Veterinary Hospital

Date:

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN AGREEMENT WITH THE TROY VET HOSPITAL**

---

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute an agreement with the Troy Vet Hospital in substantial conformance with the contract attached hereto and made a part hereof.

Approved as to form, January 17, 2012

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Ian H. Silverman, Corporation Counsel

# VETERINARY SERVICES AGREEMENT

WHEREAS, in accordance with Article 7, Section 115 of the New York State Agriculture and Markets Law, the City of Troy, New York (hereinafter MUNICIPALITY), a duly incorporated municipality, with its principal office located at City Hall, 1776 Sixth Avenue, Troy, New York 12180 is in need of veterinary services for the care of dogs that are seized by the Troy Animal Control Officer (hereinafter ACO), and

WHEREAS, the Troy Veterinary Hospital (hereinafter VET HOSPITAL), located at 840 Hoosick Road, Troy, New York 12180, is veterinary clinic with available shelter space for lease by Troy, for veterinary care of dogs and small animals seized by Troy, pursuant to Article 7, Section 115 of the New York State Agriculture and Markets law (hereinafter LAW) and the Vet Hospital's shelter space meets the standards for care of seized dogs as set forth in Title 1 NYCRR Part 77 of the New York State Agriculture and Markets Law;

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

## ARTICLE I

- 1.) The VET HOSPITAL will provide and maintain a shelter service for dogs seized by MUNICIPALITY under Section 118 of the LAW, and will properly care for all dogs surrendered, and will provide appropriate medical services, and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in the LAW.
- 2.) The VET HOSPITAL shall maintain appropriate medical records for all dogs brought to the VET HOSPITAL for treatment and shall make said records available to the MUNICIPALITY upon request.
- 3.) The VET HOSPITAL agrees to invoice the MUNICIPALITY every thirty-days (30) for all services rendered within the previous thirty-day (3) period. The MUNICIPALITY agrees to submit payment for services to the VET HOSPITAL within thirty-days (30) of receipt of invoice.
- 4.) The fees charged by the VET HOSPITAL shall substantially comply with the following general categories of services; Professional, Medical, Vaccinations Canine, Vaccinations Feline, In-House Lab Work, Laboratory Services, In-Hospital Professional, Neuter / Spay, Surgery, Diagnostic Procedures, Hospitalization, Flea / Heartworm, Euthanasia. All other medical expenses that do not substantially comply with the BASIC SERVICE PRICING listed shall be charged separately on a case by case basis.

## BASIC SERVICES PRICING:

- a. Examination fee and records: \$45.00
- h. Emergency Charge (Latham location) after hours injured animals: \$80.00
- c. Hospitalization/Boarding charges: \$24.00 per day — Canine  
\$17.00 per day — Feline

5.) At the appropriate facility under the direction of the VET HOSPITAL, the MUNICIPALITY ACO shall be provided with 24 hours access for situations requiring immediate medical - attention after normal business hours.

- d. Rabies Vaccination: \$20.00

- e. Euthanasia: \$40.00
- f. Cremation: \$65.00

6.) Policies for Stray / Abandoned Animals delivered by City of Troy Animal Control Officer

- a. VET HOSPITAL will hold any stray animals for the required period of time by law or per the ACO's instructions.
- b. At the conclusion of the holding period, the ACO will be required to authorize euthanasia or release to the VET HOSPITAL for adoption.
- c. Any medical procedure requiring major expense must be first approved by the ACO or appropriate City official before the procedure is performed.
- d. In the event that an animals owner is located, the owner will be liable for all charges incurred.
- e. All animals must poses current rabies vaccine or proof thereof before the animal can be released to the owner.
- f. The ACO must approve the release of an animal back to the owner.
- g. All dogs must be licensed before being released.

ARTICLE II

1.) This Agreement shall become effective on \_\_\_\_\_, 2012 and shall continue in effect until \_\_\_\_\_, 2012 notwithstanding the foregoing, either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice of such termination.

2.) If any term or provision of the Agreement or the application thereof to any person, firm or corporation or circumstances shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on page one of this Agreement;

By: \_\_\_\_\_  
Louis Rosamilia, Mayor  
City of Troy

Date:

By: \_\_\_\_\_  
Richard H. Drumm, DVM PC  
Troy Veterinary Hospital

Date:

**Kevin McDonough**  
Animal Control Officer



**Phone (518) 270-4411**  
**Cell (518) 708-3303**

**Animal Control Officer**

February 2, 2012

Colleen Goldston  
353 7<sup>th</sup> Ave.  
Troy NY 12182

Dear Colleen:

City Court Judge Robichaud on February 2, 2012 ordered that your Pitbull dog, male black and white, to be euthanized. He further ordered that you will not be allowed to own any dog from this day forward. Per the City of Troy Article II Chapter § 124-9. Dangerous dogs, D. Penalty. (4) “Any person who is convicted under this section will be permanently precluded from owning, possessing or harboring any other dog within City limits. All violators shall be subject to the penalties expressed in this section.”

With this decision, you are hereby precluded from owning, possessing or harboring any other dog within the city limits of Troy. The Troy City Clerk has been notified that you will not be owning, or licensing any dogs in the City of Troy.

Sincerely,

Kevin McDonough

cc: Chief John Tedesco, Troy Police Department  
Karla Guerri, City Clerk

**RESOLUTION PROCLAIMING FEBRUARY AS BLACK HISTORY MONTH**

WHEREAS Black History Month founded in 1926, is celebrated nationally each year during the month of February; and

WHEREAS, a month-long celebration commemorates the extraordinary efforts, accomplishments and victories of African-Americans as they endeavored to develop and promote equal opportunity and social equality; and

WHEREAS, Black History Month is the time to celebrate the memory and strength of spirit of those individuals in our nation's history who triumphed over adversity and rose above their circumstances to build dignified lives for themselves, and in so doing, left a cultural legacy for those who were to follow in their paths; and

WHEREAS, this month, and throughout the year, let us commit ourselves to raising our awareness and appreciation of the history and culture of people of color and may their American spirit continue to enrich our daily lives; now, therefore, be it

RESOLVED, that the Troy City Council does hereby recognize February 2012 as Black History Month in the City of Troy.

Approved as to form, February 2, 2012

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Ian H. Silverman, Corporation Counsel